
Wednesday, May 20, 2026, 12:15 PM
Jury Check-In Room, 1st Floor
Tom Vandergriff Civil Courts Building
Fort Worth, TX 76196

TARRANT COUNTY JUVENILE BOARD



1. LINK FOR BOARD PACKET

1. See Attachment for Board Packet

Date Posted: May 15, 2026 03:24 pm



TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION

Court Date: May 20, 2026

Court Order #:
{{customNumber.courtOrder}}

Page: 1 of 139

Department:
{{assignedDepartment}}

Prepared By: Christina Mayo

Approved By: Riley Shaw

SUBJECT:

See Attachment for Board Packet

See Attachment for Additional Information

Attachments

[260520_JVBD Packet_Redacted.pdf](#)

Tarrant County Juvenile Board Meeting

Board Packet

Wednesday, May 20, 2026

12:15 PM

**Jury Check-In Room, 1st Floor
Tom Vandergriff Civil Courts Building
100 N Calhoun St, Fort Worth, TX 76196**



ALEX KIM
DISTRICT JUDGE
323RD JUDICIAL DISTRICT, TARRANT COUNTY, TEXAS

DATE: May 15, 2026
MEMO TO: Honorable Members of the Tarrant County Juvenile Board
FROM: Alex Kim
Juvenile Board Chair
SUBJECT: May 20, 2026 - Juvenile Board Meeting

On Wednesday, May 20, 2026, at 12:15 pm, a Tarrant County Juvenile Board meeting is scheduled in the Jury Check-In room, located at 100 N. Calhoun Street, Fort Worth, TX 76196 on the 1st floor of the Tom Vandergriff Civil Courts Building.

Members of the public who have timely signed up may address the Board on any posted item before or during the Board's consideration of the posted agenda item(s) for which they sign up. Otherwise, the general public comments not addressed to any agenda item will be heard at the end of the Agenda or when called up for consideration by the Chair.

The agenda is as follows:

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| 1) Approval of Revised Minutes from the January 21 , 2026 Juvenile Board Meeting | 7 |
| 2) Approval of Minutes from the April 15, 2026 Juvenile Board Meeting; | 9 |
| 3) Consent Agenda – General | n/a |
| All items with asterisks (*) are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented in which case the contested item will be heard separately. | |
| a. Approval of Consent Agenda* | |
| 4) Consent Agenda – Lena Pope Home | n/a |
| All items with asterisks (**) are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented in which case the contested item will be heard separately. | |
| a. Approval of Consent Agenda** | |
| 5) General Reports and Business: | |
| a. *Submission of the Tarrant County Juvenile Services Second Quarter Financial Report for FY2026; | 11 |

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b. **Consideration of FY2026 Contract Amendment No. 1 RFP 2024-125 Family Support and Aftercare Program with Lena Pope Home, Inc.;	12
c. *Consideration of Memorandum of Understanding (MOU) between Lynn W. Ross Juvenile Detention Center and Second Chance Mentoring dba Real Chance Mentoring;	14
d. *Consideration of Memorandum of Understanding (MOU) between Tarrant County Juvenile Services and The Archway;	26
e. *Consideration of School Year 2026-2027 Memorandum of Understanding (MOU) and Data Sharing Agreement between Lynn W. Ross Juvenile Detention Center and Fort Worth Independent School District;	37
f. *Consideration of School Year 2026-2027 Contract with Fort Worth Independent School District for Teaching Services and Data Sharing Agreement at the Juvenile Justice Education Program;	63
g. *Consideration of the Juvenile Justice Alternative Education Program (JJAEP) Memorandum of Understanding (MOU) for School Year 2026-2027;	92
h. *Consideration of Memorandum of Understandings (MOU) with Forest Hill Police Department for participation in the TechShare Local Government Corporation's TechShare.Juvenile Program;	100
6) 323 rd District Court Reports and Business:	
a. Consideration of adding Melissa Hamrick to the Juvenile Attorney Appointment Wheel for Level I, II and III	110
b. Consideration of adding Peter Giesecking to the Juvenile Attorney Appointment Wheel for Level I, II and III	116
c. Consideration of amendment to Patrick Smith on the Juvenile Attorney Appointment Wheel to include adding Level II	134
7) Committee Reports and Associated Business:	n/a
a. Juvenile Services Budget Committee;	
b. Juvenile Services Review Committee; and	
c. Agenda Committee;	
8) Public Comment;	n/a
Members of the public may address the Board during the meeting if they have emailed the Board's Secretary at cmmayo@tarrantcountytx.gov requesting to do so before the meeting commences.	
9) Announcements; and	n/a
The next Juvenile Board Meeting is scheduled for Wednesday, July 15, 2026 to be held in the Jury Check-In room, located at 100 N. Calhoun Street, Fort Worth, TX 76196 on the 1 st floor of the Tom Vandergriff Civil Courts Building.	
10) Adjournment	

AK:cm



TARRANT COUNTY JUVENILE SERVICES

RILEY SHAW
Director

GREG SUMPTER
Deputy Director

DATE: May 15, 2026
MEMO TO: Honorable Members of the Tarrant County Juvenile Board
FROM: Riley Shaw
Director of Juvenile Services / Chief Juvenile Probation Officer
SUBJECT: May 20, 2026 - Juvenile Board Meeting

On Wednesday, May 20, 2026, at 12:15 pm, a Tarrant County Juvenile Board meeting is scheduled in the Jury Check-In room, located at 100 N. Calhoun Street, Fort Worth, TX 76196 on the 1st floor of the Tom Vandergriff Civil Courts Building.

The agenda is as follows:

- 1) Approval of Revised Minutes from the January 21, 2026 Juvenile Board Meeting**
- 2) Approval of Minutes from the April 15, 2026, Juvenile Board Meeting**
- 3) Consent Agenda – General**

All items with asterisks (*) are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented in which case the contested item will be heard separately.

- a) Approval of Consent Agenda*

- 4) Consent Agenda – Lena Pope Home**

All items with asterisks (**) are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented in which case the contested item will be heard separately.

- a) Approval of Consent Agenda**

- 5) General Reports and Business**

- a. *Submission of the Tarrant County Juvenile Services Second Quarter Financial Report for FY2026;**

Your board packet contains a copy of the Juvenile Services Second Quarter Financial Report for FY2026. The report shows that 50% percent of the fiscal year has passed, and 44% percent of the budget was expended during the period. Spending overall is within the expected spending targets for the second quarter period. A copy of this report was provided to the Juvenile Services Budget Committee for review and comment prior to the Board meeting. This is an information item only and no action is required by the Board.

- b. **Consideration of the FY2026 Contract Amendment No. 1 RFP 2024-125 Family Support and Aftercare Program with Lena Pope Home, Inc.;**

The amendment increases the amount of the contract by \$30,000 and adjust the not to exceed amount from \$120,000 to \$150,000. The amendment is needed to ensure sufficient funds are available to support the contract. The final contract amount came back higher than expected and after the FY2026 contract was executed.

- c. ***Consideration of Memorandum of Understanding (MOU) between Lynn W. Ross Juvenile Detention Center and Second Chance Mentoring dba Real Chance Mentoring;**

This item is a one (1) year MOU for the provision of mentoring services to youth in our detention facility, JJAEP, and on probation. There is no cost to the County for these services. This program is affiliated with Academy 4.

- d. ***Consideration of Memorandum of Understanding (MOU) between Tarrant County Juvenile Services and The Archway;**

This item is a one (1) year MOU for the provision of Safe Dating programming services to youth in our detention facility, JJAEP, during intake, and on probation. There is no cost to the County for these services.

- e. ***Consideration of School Year 2026-2027 Memorandum of Understanding (MOU) and Data Sharing Agreement between Lynn W. Ross Juvenile Detention Center and Fort Worth Independent School District;**

This MOU is with Fort Worth ISD for the provision of education services in the Lynn W. Ross Juvenile Detention Center. There are no substantive changes from the previously adopted MOU other than term dates to correspond with the 2026-2027 school year. There is no cost to the County. The MOU has been reviewed and approved by the Criminal District Attorney's Office. It is requested that the Board approve the MOU and Data Sharing Agreement with FWISD for the provision of education services at the Lynn W. Ross Juvenile Detention Center.

- f. ***Consideration of FY2027 Contract with Fort Worth Independent School District ("FWISD") for Teaching Services and Data Sharing Agreement at the Juvenile Justice Alternative Education Program ("JJAEP");**

The FWISD provides academic services for youth placed at the JJAEP following the same school calendar as all other schools within the FWISD system. The contract provides for a Coordinator of Educational Services, four teachers, a certified special education teacher, and substitute teachers when needed. Total contract price is \$610,547.38. Changes in the contract include the term dates to correspond with the 2026-2027 school year. Your packet also contains the Data Sharing agreement that sets forth the data to be shared by and between the parties and the confidentiality provisions related to said data. All language has been reviewed and approved by the Criminal District Attorney's Office. It is requested that the Board approve the contract and Data Sharing Agreement.

- g. ***Consideration of the Juvenile Justice Alternative Education Program (JJAEP) Memorandum of Understanding (MOU) for School Year 2026-2027;**

Your packet contains the required MOU with the multiple Independent School Districts (ISDs) in Tarrant County who send students to the JJAEP for the provision of services to youth at the JJAEP. The changes in the MOU include the term dates to correspond with the 2026-2027 school year. All language has been reviewed and approved by the Criminal District Attorney's Office. It is requested that the Board approve the Memorandum of Understanding.

- h. *Consideration of Memorandum of Understanding (MOU) with Forest Hill Police Department for participation in the TechShare Local Government Corporation's TechShare.Juvenile Program;**

The TCJS juvenile case management system, known as "JCMS/TechShare.Juvenile," has functionality for law enforcement agencies to electronically file juvenile cases. The Board packet contains a Memorandum of Understanding with Forest Hill Police Department outlining provisions for Forest Hill PD to file juvenile cases electronically with TCJS. TCJS has similar MOUs in place with other local law enforcement agencies. All language has been reviewed and approved by the Tarrant County District Attorney's Office. I request Board approval of the MOU.

6) 323rd District Court Reports and Business:

- a. Consideration of adding Melissa Hamrick to the Juvenile Attorney Appointment Wheel for Level I, II and III.**
- b. Consideration of adding Peter Giesiking to the Juvenile Attorney Appointment Wheel for Level I, II and III.**
- c. Consideration of amendment to Patrick Smith on the Juvenile Attorney Appointment Wheel to include adding Level II.**

7) Committees Reports and Associated Business:

- a. Juvenile Services Budget Committee;**
- b. Juvenile Services Review Committee;**
- c. Agenda Committee; and**

8) Public Comment:

Members of the public may address the Board during the meeting if they have emailed the Board's Secretary at cmmayo@tarrantcountytx.gov requesting to do so before the meeting commences.

9) Announcements

10) Adjournment

A scheduled meeting of the Tarrant County Juvenile Board was held on Wednesday, January 21, 2026 in the Jury Check-In room located at 100 N. Calhoun Street, Fort Worth, TX 76196 on the 1st floor of the Tom Vandergriff Civil Courts Building.

Juvenile Board members present were as follows: Chair – Judge Alex Kim, Judges Amy Allin, Josh Burgess, John Chupp, Don Cosby, Megan Fahey, Kimberly Fitzpatrick, Vincent Giardino, Ruben Gonzalez, Steven Jumes, James Munford, Susan McCoy, Kenneth Newell, Tim O'Hare, Andy Porter, Beth Poulos, Chris Taylor, Cynthia Terry, and Melody Wilkinson. Also in attendance were TCJS personnel Riley Shaw, Shelley Aguirre, and Christina Mayo.

At 12:22 p.m., the meeting was called to order by Judge Kim who advised the first item on the Board's agenda was the minutes from the October 15, 2025, Board meeting. Judge Kim asked if there were any corrections to the minutes that were distributed, with there being none the minutes were approved.

Item number two on the agenda was the Consent Agenda – General. A motion was made by Judge Fitzpatrick to approve the Consent Agenda – General, and there was a second from Judge Munford. Judge Kim asked if there was any debate and there being none called a vote. The Consent Agenda – General was approved by majority vote of the Board. Judge Kim abstained.

Item number three on the agenda was the Consent Agenda – Lena Pope Home, Inc. A motion was made by Judge Newell to approve the Consent Agenda – Lena Pope Home, Inc., and there was a second from Judge Porter. Judge Kim asked if there was any debate and there being none called a vote. The Consent Agenda – Lena Pope Home, Inc. was approved by majority vote of the Board. Judge Cosby and Judge Kim abstained.

Agenda Item 5 was 323rd District Court Reports and Business:

Item 5(a) – Judge Newell moved to reconsider and undo approval of the application packet for Melissa Hamrick. The motion was seconded by Judge Taylor. Judge Kim asked if there was any discussion. Discussion occurred. Judge Fitzpatrick calls to question and Judge Taylor seconded. Judge Kim called for a vote on the motion to reconsider the application packet for Melissa Hamrick, a vote was taken and the motion passed by majority vote of the Board. Judge Newell then moved to table item five (a) and Judge Fitzpatrick seconded the motion to table. Judge Kim called for a vote and the motion to table this item passed by majority vote of the Board, with the Chair abstaining.

Item 5(c) – Re-approval of Attorneys for inclusion on the juvenile attorney appointment wheel list for 2026. Judge Kim stated that once appointed, attorneys stay on the list until they voluntarily remove themselves. Judge Kim stated that other appointment wheels require that attorneys re-apply every year in their birth month. Judge Kim proposed that all attorneys on the attorney appointment wheel be re-approved on an annual basis. Judge Kim asked if there was any discussion. There was discussion. A motion to approve all attorneys except Brian Willett was made by Judge Taylor, with a second by Judge Fitzpatrick. Discussion occurred regarding the motion. Judge Gonzalez moved to table item 5(c) with a second by Judge Newell. A vote was taken and the motion did not pass. A Juvenile Board Member called to question to approve all attorneys on the wheel except Brian Willett. A vote was taken and the motion passed with the Chair and Judge Taylor abstaining. Judge Cosby then moved to approve Brian Willett for inclusion on the juvenile attorney appointment wheel and Judge Poulos seconded the motion. A vote was taken, with six (6) ayes, two (2) nays, and all others present abstaining. The Chair also abstained. The Chair announced that the motion failed. Subsequent to the meeting, upon review of Robert's Rules of Order, 12th Edition, Article 13, Section 44, it was discovered that because there was a quorum present and the motion was approved by a

majority of those voting, the motion passed and Brian Willett was approved by the Board for inclusion on the Juvenile Attorney Appointment Wheel.

Item 5(d) - Consideration of new committee recommendations. Judge Kim asked if there were any volunteers who would like be on a committee. Judge Porter and Judge Fitzpatrick agreed to remain on the agenda committee.

Public Comment was item number seven on the Board's agenda. Judge Kim stated that Ben Travis and Alirma Davis requested to speak during public comment. Judge Kim acknowledged Mr. Travis, and Mr. Travis spoke. Judge Kim acknowledged Ms. Davis and Ms. Davis spoke.

Item 8 – TCJS Director Shaw updated the Board concerning an incident involving a probation officer and a juvenile. Director Shaw reported that there were three investigations into the matter: an internal TCJS investigation, an investigation by the Tarrant County Sheriff's Office, and an investigation by the Office of the Inspector General of the Texas Juvenile Justice Department. TCJS has fully cooperated in each of the investigations. Director Shaw reported that the probation officer in question has been terminated from employment. Director Shaw reported that TCJS is committed to safety as its top priority and that TCJS is reviewing the physical layout of the facilities and all applicable policies and procedures to ensure the continued safety for all youth and staff.

Judge Kim announced that the next Board meeting is scheduled for March 4, 2026, to be held in the Jury Check-In room located at 100 N. Calhoun Street, Fort Worth, TX 76196, on the 1st floor of the Tom Vandergriff Civil Courts Building. Judge Kim notified the Board that he is attending a statewide Juvenile Law Conference on the March meeting date, so Vice Chair Judge Chupp will preside over the meeting.

There being no further business matters before the Board, a motion to adjourn the meeting was made by Judge Fitzpatrick, with a second by Judge Giardino. A vote was taken, and the motion passed. The meeting adjourned at 12:39 pm.

Respectfully submitted,

Judge Kim
Juvenile Board Chair,
323rd District Court

A scheduled meeting of the Tarrant County Juvenile Board was held on Wednesday, April 15, 2026 in the Jury Check-In room, located at 100 N Calhoun Street, Fort Worth, TX 76196 on the 1st floor of the Tom Vandergriff Civil Courts Building.

Juvenile Board members present were as follows: Chair – Judge Alex Kim, Judges Douglas Allen, Patricia Bennett, John Chupp, Megan Fahey, Dusty Fillmore, Patrick Gallagher, Steven Jumes, William Knight, James Munford, Susan McCoy, Kenneth Newell, Tim O’Hare, Andy Porter, Chris Taylor, Cynthia Terry, and Melody Wilkinson. Also in attendance were TCJS personnel Riley Shaw, Greg Sumpter, Jesus Reyes, Kim Dixon and Christina Mayo.

At 12:27 p.m., the meeting was called to order by Judge Kim who advised the first item on the Board’s agenda was the minutes from January 21, 2026, Board meeting. Judge Kim stated that there was an error in the vote for Brian Willett to be included on the Attorney Wheel. He stated that the vote did not fail and that Mr. Willett has had appointments since then. Judge Kim motioned to amend the minutes to reflect that Mr. Willett continues to receive appointments, Judge Bennett seconded the motion. There was some discussion. The amended minutes were approved by a majority vote. Judge Kim abstained. Judge Kim stated that the minutes from January 21, 2026, are adopted as amended.

Item number two on the agenda was the Consent Agenda – General. Judge Kim stated that 4 (e) has been removed from the agenda and that Mr. Ben Travis has signed up to speak to item 4 (c). Mr. Travis spoke. A motion was made by Judge Taylor to approve the Consent Agenda – General, and there was a second from Judge Jumes. Judge Kim asked if there was any debate and there being none called a vote. The Consent Agenda – General was approved by majority vote of the Board. Judge Kim abstained.

Item number three on the agenda was the Consent Agenda – Lena Pope Home, Inc. A motion was made by Judge O’Hare to approve the Consent Agenda – Lena Pope Home, Inc., and there was a second from Judge Terry. Judge Kim asked if there was any debate and there being none called a vote. The Consent Agenda – Lena Pope Home, Inc. was approved by majority vote of the Board. Judge Kim abstained.

Item number 4 (h) on the agenda before the Board was Consideration of the FY2027 Juvenile Services County Budget Request. Judge Kim stated that Mr. Ben Travis signed up to speak. Mr. Travis spoke. Some discussion occurred. Judge Kim asked if there was any further debate. A motion was made by Judge O’Hare to approve the FY2027 Juvenile Services County Budget Request, with a second by Judge Bennett. A vote was taken, and the motion passed by a majority vote. Judge Kim abstained.

Next on the agenda before the Board was 323rd District Court Reports and Business.

- a. Consideration of adding Melissa Hamrick to the Juvenile Attorney Appointment Wheel for Level I, II and III. Judge Kim mentioned that this was tabled during the previous meeting. Some discussion occurred. Judge Newell motioned to not approve of adding Ms. Hamrick to the Attorney Wheel and was seconded by Judge Taylor. Some discussion occurred and Judge Terri motioned to amend the motion to approve adding Ms. Hamrick for Level I only. Judge Wilkinson seconded this motion. Judge Kim called for a vote on the first motion made by Judge Newell. Judge Kim stated that the motion failed by a majority vote allowing this item to be open for discussion or placed on the next agenda. Judge Chupp and Judge Kim abstained.
- b. Consideration of adding Brittany McAfee to the Juvenile Attorney Appointment Wheel for Level I. Judge Kim stated that this attorney meets all of the qualifications for Level I. Judge Kim asked if there was any discussion. A motion was made by Judge Bennett to approve adding Brittany McAfee to the Wheel, with a second by Judge Chupp. A vote was taken, and the motion passed by a majority vote. Judge Kim abstained.

Briefing Items were number six on the agenda before the Board. Judge Kim acknowledged Mr. Riley Shaw. Mr. Shaw stated that the department has been working on a couple of new Memorandum of Understandings (MOU)s and is hoping to have them available for the next agenda.

Item number seven on the Board's agenda was the Committee Reports and Associated Business.

- a. Juvenile Services Review Committee had nothing to report.
- b. Juvenile Services Budget Committee had nothing to report.
- c. Juvenile Services Agenda Committee had nothing to report.

Judge Kim moved to Public Comment, which was item number eight on the Board's agenda. Judge Kim acknowledged Mr. Travis, Mr. Willet and Ms. Godby. All three were given time to speak.

Item number nine on the Board's agenda was announcements. Judge Kim announced that the next Board meeting is scheduled for May 20, 2026, to be held in the Jury Check-In room located at 100 N. Calhoun Street, Fort Worth, TX 76196 on the 1st floor of the Tom Vandergriff Civil Courts Building. There being no further business matters before the Board, a motion to adjourn the meeting was made by Judge Bennett and a second by Judge Taylor, and the meeting adjourned at 12:59 pm.

Respectfully submitted,

Judge Kim
Juvenile Board Chairperson,
323rd District Court

Tarrant County Juvenile Services (TCJS)
Financial Report - 2nd Quarter FY2026

() = FY2026 is greater than FY2025

TYPE	ACTUAL SPENDING COMPARISON BY QUARTER AND YEAR TO DATE						% of Year Past→ 50%			
	2nd Quarter			Year - to - Date			FY26 2QTR YTD ACTUAL vs FY26 ANNUAL BUDGET			
	FY2025	FY2026	Change	FY2025	FY2026	Change	Annual FY26 Budget	FY26 Actual YTD Spending	Available Budget	% of Budget
Personnel Expenses	\$ 7,384,979	\$ 7,613,645	\$ (228,666)	\$ 15,031,188	\$ 15,662,534	\$ (631,346)	\$ 31,972,247	\$ 15,662,534	\$ 16,309,713	49%
Materials and Supplies	268,539	274,201	\$ (5,662)	460,593	499,305	\$ (38,712)	\$ 856,903	499,305	357,598	58%
Rent	60,018	61,218	\$ (1,200)	120,035	122,436	\$ (2,401)	\$ 244,872	122,436	122,436	50%
Professional Services	1,326,239	1,215,202	\$ 111,037	2,720,053	2,127,130	\$ 592,923	\$ 8,690,067	2,127,130	6,562,937	24%
Other Expenses	69,520	64,554	\$ 4,966	\$ 116,083	\$ 145,783	\$ (29,700)	\$ 714,257	145,783	568,474	20%
GRAND TOTAL	\$ 9,109,295	\$ 9,228,820	\$ (119,525)	\$ 18,447,952	\$ 18,557,188	\$ (109,236)	\$ 42,478,346	\$ 18,557,188	\$ 23,921,158	44%

Personnel Expenses:

Items included in this category: salaries, fringe benefits, and mileage reimbursements. The average number of employees in the 2nd quarter of FY25 was 265 with the average for FY26 being 255. 50% of the year has been completed with 49% of the Personnel budget spent.

Materials and Supplies:

Office supplies, dues, equipment maintenance, hygiene supplies, food, etc. are included in this category. Approximately 75% of these expenses are to maintain youth in Detention. Changes in this category are based on the size of and when purchases are made. 58% of this budget has been expended.

Rent:

TCJS is currently responsible for the lease at the Lena Pope Home for the Juvenile Justice Alternative Education Program. The spending in this category for the 2nd quarter is 50%.

Professional Services:

This category includes contracts for youth services, (i.e., placement facilities, community programs, and drug testing). Most fluctuate based on the number of youths served. Spending in this category is under budget at 24%. A decrease in the use of some services has resulted in lower spending in this category.

Other Expenses:

This category includes transportation, travel, and education for employees. Expenses are 20% of the budget.

**AMENDMENT NO. 1 TO THE RFP 2024-125 FAMILY SUPPORT AND AFTERCARE PROGRAM –
LENA POPE HOME, INC.**

This contract amendment revises the Cost Section in 4.1 to the **FAMILY SUPPORT AND AFTERCARE PROGRAM** contract with **LENA POPE HOME, INC.** by increasing the total not to exceed amount of the contract from \$120,000 to \$150,000, an increase of \$30,000;

The COUNTY will pay PROVIDER no more than an amount of \$150,000 annually.

All other terms and conditions contained in the original contract for services remain in full effect for the duration of the contract period.

**TARRANT COUNTY
STATE OF TEXAS**

Lena Pope Home, Inc.

X

Riley Shaw
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X

Ms. Ashley Barnes, Ph.D. Date
CEO
3200 Sanguinet Street, Fort Worth, TX 76107

Alex Kim
Juvenile Board Chairman
2701 Kimbo Road, Fort Worth, TX 76111

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Separate Electronic Signature Page
District Attorney's Office*

*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ _____

Separate Electronic Signature Page
Auditor

MEMORANDUM OF UNDERSTANDING

Between Second Chance Mentoring dba Real Chance Mentoring and Tarrant County Juvenile Services

Second Chance Mentoring dba Real Chance Mentoring (“Provider”) will partner with Tarrant County, a political subdivision of the State of Texas (the “County”), acting through Tarrant County Juvenile Services (“TCJS”).

This Memorandum of Understanding (“MOU”) describes the roles and responsibilities agreed upon by Provider and County beginning June 1, 2026 (the “Effective Date”).

1. Overview of Project

Provider will provide the services described in **Exhibit A** (“Scope of Services”), which is attached hereto and incorporated herein for all purposes (“Services”), to youth in or transitioning from the Lynn W. Ross Juvenile Detention Center (“JDC”) and youth being served in the Tarrant County Juvenile Justice Alternative Education Program (“JJAEP”)(collectively, the “Project”).

2. Key Partners

The primary partners on this project are Provider and County.

3. Roles and Responsibilities

Provider will:

- Adhere to all County TCJS policies and protocols, including any applicable rules or regulations promulgated by the Texas Juvenile Justice Department (“TJJD”).
- Follow referral pathways established by TCJS if/when a disclosure that requires mandatory reporting occurs.
- As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, Provider shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of County) within twenty-four (24) hours from the time the allegation is made to all of the following:

- Local law enforcement agency (such as the Tarrant County Sheriff's Office);
- TJJD, by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within twenty-four (24) hours, then by calling toll-free 866-477-8354, followed by submitting the report within twenty-four (24) hours of said call); and
- The Director of TCJS via facsimile number 817-838-4646, and by calling to report at 817-838-4643.

For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court or of TCJS. Provider agrees to immediately report any serious incidents, accidents, injuries, suspected illegal activities, or catastrophic events to the Director of TCJS at 817-838-4643.

- Ensure all staff who enter the JDC, JJAEP, or who interact with youth under the jurisdiction of TCJS have cleared background checks in accordance with Provider, County, TCJS, and TJJD policy.
- Ensure that all staff who enter the JDC, JJAEP, or who interact with youth under the jurisdiction of TCJS have completed PREA training through TCJS or have provided evidence of such completion through another source that is satisfactory to TCJS.
- Provide youth with a pre- and post-survey to determine understanding and comprehension of materials taught.
- Provider will ensure all facilitators communicate to youth regarding any disclosures made during provision of the Services. If a youth discloses anything that could be dangerous or is otherwise requires mandatory reporting, Provider will ensure that youth understand that Provider must immediately report it to TCJS staff and any others that may be required by law.
- All Provider staff and volunteers shall consent for TCJS to consult with Department Family Protective Services to check the abuse registry maintained by the State of Texas.
- All Provider staff and volunteers will provide consent for TCJS to complete an electronic criminal history check.
- All Provider staff and volunteers will provide an email copy of any CPS, DFPS, or law enforcement reports made regarding TCJS youth. This will occur no more than 24 hours after disclosures that trigger mandatory reporting are made.

County will:

- Allow for facility space and staff time for the Services during the Term of this MOU,

including weekly scheduled Tuesday and Thursday pod access for group mentoring sessions from 4:00 p.m. until 5:00 p.m., and for individual mentoring on days, times, and locations to be determined. Locations for individual mentoring may include visitation rooms, pod meeting rooms, or such other area or room as may be designated by TCJS.

- Allow for facility space and staff time, as well as create schedule space for youth for the Services, separated by gender and age.
- To the extent practicable, provide advance notice to Provider of any schedule changes, lockdowns, or other events that are likely to impact group and/or individual mentoring schedules.
- To the extent practicable, provide notice to Provider of movement of youth participating in individual mentoring (this includes internal movement within, or release from, the JDC or JJAEP).
- Collaborate with Provider in connecting youth to community resources.
- Participate in reentry mentoring planning meetings, if any.
- Adhere to TCJS and County policies and protocols, as well as follow referral pathways established by TCJS and County if/when a disclosure requiring mandatory reporting occurs.
- Ensure TCJS staff are present in appropriate ratios during all times the Provider is providing the Services so that Provider and its staff or volunteers do not need to engage in behavior management.
- Provide access to PREA training for all staff of Provider who will enter the JJC, JJAEP, or who will interact with youth under the jurisdiction of TCJS.
- Provide clear communication of all TCJS rules and expectations.
- Provide support in identifying youth who may benefit from the Services.
- Support and coordinate group mentoring at the Tarrant County Juvenile Justice Alternative Education Program (“JJAEP”).
- Pay for the cost of conducting electronic criminal history checks.

4. Shared Operating Principles and Values

Provider and County share a commitment to positive youth development for youth who are involved in the juvenile justice system, with an emphasis on family involvement and a beneficial impact on long- and short-term public safety. With that shared commitment, both parties commit to the following:

- ***Trauma-Informed Care:*** Provider and County commit to practicing trauma-informed care while engaging both staff and youth in this project. This means fostering an environment of felt safety, following through on commitments, being transparent with youth to an appropriate extent, cultivating an environment for peer support, fostering choices and collaboration, and taking culture and gender into account in all interactions.
- ***Strengths-Based Approach:*** Provider will notice and emphasize the assets and opportunities in staff and youth as protective factors against future criminal justice involvement rather than focus on vulnerability, while still addressing common vulnerabilities to increase positive outcomes.
- ***Evidence-Based Practices:*** Provider and County are committed to implementing evidence-based practices throughout the Project.
- ***Confidentiality:*** Outside of mandated reporting, pre-established protocols, and data sharing agreements, no information about a youth, TCJS, County, or Provider may be shared either between Provider and County or publicly without explicit written consent of the related party and/or their guardian.
- ***Competent Care for All Populations:*** During the provision of any services related to the Project, Provider will use culturally appropriate language and will treat all youth fairly and equitably. Provider and County will offer accommodations whenever required and possible for youth with disabilities and will apply best practices as determined by the policies of each organization.

5. Term

This MOU is in effect from the Effective Date until June 1, 2027 (the “Initial Term”). Thereafter, the County may renew this MOU, with adaptations based on feedback from participants, and programmatic and/or business needs identified by either party, for additional one-year terms by providing Provider with written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the then-current term (any such renewal, a “Renewal Term” and together with the Initial Term, the “Term”).

6. Commitment to Partnership

There will not be an exchange of financial assets between the two parties of this MOU as part of the agreement.

Provider will cover all costs associated with curriculum and staff time for training staff and youth.

County will cover all costs associated with space usage, staff supervision of youth during the sessions, and staff time for the staff being trained.

7. Communication Pathways

The parties to this MOU will maintain open and frequent communication about program

quality, curriculum, scheduling, and youth concerns. To ensure streamlined communication, the primary contacts for the partnership are below for each topic:

Provider:

Quincy A. Jones, Executive Director
Second Chance Mentoring dba Real Chance Mentoring
685 John B Sias Memorial Pkwy, Unit 215
Fort Worth, TX 76134
Email address: quincy@realchancementoring.org
Telephone: 240-353-4628

County:

Greg Sumpter, Deputy Director
Tarrant County Juvenile Services
2701 Kimbo Rd.
Fort Worth, TX 76111
Email address: gsumpter@tarrantcountytexas.gov
Telephone: 817-838-4643

8. Protocol for Information Sharing, Information Reporting, and Media Content

In addition to the provisions of this MOU, Provider and County may develop a more-detailed data sharing and reporting protocol that aligns with TCJS and County policy and mandated reporting laws and allows for the ability to measure success and make referrals as appropriate to mentoring and other services. This protocol may cover the extent to which each party can share information about youth (including behavior data, progress indicators, and recidivism tracking), protocols for matters requiring mandatory reporting, and creation and sharing of media content.

9. Indemnification

PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS MOU. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS MOU FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

10. Termination

Either Party may independently terminate this MOU upon written notice to the other Party, in

which case the termination shall be effective thirty (30) calendar days after the date of the notice. Upon receipt by either party of the notice of termination, both Parties shall immediately consult to determine an appropriate course of action until the termination date. Notices of termination shall be sent to those listed under Section 7.

11. Independent Contractor

Provider is an independent contractor. County will not direct the Provider in the details of performing its duties. Provider and its employees are not agents of the County. County and its employees are not agents of Provider. This MOU does not entitle Provider to any benefit, privilege or other amenities of employment with the County. This MOU does not entitle County to any benefit, privilege or other amenities of employment with the Provider.

12. Governing Law and Venue

The terms and conditions of this MOU will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this MOU shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the parties to this MOU that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

13. Non-discrimination

The parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or any other legally protected category.

14. Texas Public Information Act

The County advises Provider that the County is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Provider's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the County to disclose Provider information that may be subject to an exception from disclosure, County will (i) promptly notify Provider of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

15. Compliance with Laws

In providing the Services required by this MOU, both parties must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business,

including maintaining any necessary licenses and permits.

16. Assignment and Subcontract

Provider may not assign or subcontract any of its rights, duties, and/or obligations arising out of this MOU without prior written consent of County.

17. Third Party Beneficiary Excluded

This MOU does not protect any specific third party. The intent of this MOU excludes the idea of a suit by a third-party beneficiary.

18. Disclosure of Information

Provider warrants that, prior to entering this MOU, it has conducted an annual criminal history check and has verified and disclosed the following information to County, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Director of TCJS via telephone at 817-838-4643 and via email at rshaw@tarrantcountytx.gov:

- Any and all corrective action required by any of Provider's licensing authorities;
- Any and all litigation filed against the Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the Provider that has direct contact with juveniles;
- All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by County;
- Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- The identity of any of Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- The identity of any of Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this MOU, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

- Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to County, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Provider, prior to placing that individual in a position that involves direct contact with juveniles, and County, in its sole discretion, may determine that the safety of children being served under this MOU precludes such individual from being placed in a position that involves direct contact with juveniles.

19. Entire Agreement

This MOU represents the entire agreement between the parties. No other promises or agreements have been made other than those in this MOU. This MOU supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The parties have incorporated into this MOU their entire understanding of the requirements under this MOU. Each party acknowledges that it has read this MOU carefully, fully understands the meaning of the terms of this MOU, and is signing this MOU knowingly and voluntarily.

20. Sovereign Immunity

THIS MOU IS EXPRESSLY MADE SUBJECT TO COUNTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS MOU IS IN ANYWAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE COUNTY HAS BY OPERATION OF LAW. NOTHING IN THIS MOU IS INTENDED TO BENEFIT ANY THIRD-PARTY BENEFICIARY.

21. Execution of Agreement

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this MOU and of signature pages by electronic transmission shall constitute effective execution and delivery of this MOU as to the parties and may be used in lieu of the original MOU for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

[Signatures on Next Page]

We, the undersigned, have read and agree with this MOU.

Quincy A. Jones, Executive Director
Second Chance Mentoring dba
Real Chance Mentoring

Date

Riley Shaw, Director
Tarrant County Juvenile Services

Date

**COUNTY OF TARRANT
STATE OF TEXAS**

X

Judge Alex Kim, Chair
Tarrant County Juvenile Board
2701 Kimbo Road, Fort Worth, TX 76111

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Separate Electronic Signature Page
District Attorney's Office*

*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT A

Scope of Services

REAL CHANCE MENTORING — FULL PROGRAM & SERVICES DESCRIPTION

Real Chance Mentoring (“Real Chance”) is a youth-development and reentry support program designed for justice-involved youth ages 10–17. The program provides consistent, culturally relevant mentoring that strengthens identity, emotional regulation, decision-making, and life skills for youth both inside detention and through their transition back into the community.

PROGRAM PURPOSE/VISION

Real Chance operates from a simple belief: *Every young person has been made with purpose and possibility. When a young person understands who they are, what they value, and where they are going, they make different choices — even in the hardest environments.*

Our purpose/vision: To interrupt cycles of detention by equipping youth with the internal tools, supportive relationships, and practical skills and confidence needed to build a different future.

CORE PROGRAM SERVICES

Group Mentoring

- A. Real Chance will provide weekly 45–60-minute group mentoring sessions in detention at Lynn W. Ross Juvenile Detention Center (“JDC”) delivered in each pod on Tuesday’s and Thursdays from 4:00 p.m. to 5:00 p.m.
- B. Real Chance will also provide 45–60-minute group mentoring sessions outside of the JDC at the Tarrant County Juvenile Justice Alternative Education Program (“JJAEP”) at times be determined.
- C. The purpose of group mentoring is to build trust, introduce core concepts, help youth develop positive internal motivation and prepare youth for deeper one-to-one work.
- D. Focus areas of group mentoring include:
 - 1. **Purpose & Direction Group Program – 6-Week initial group mentoring program**
 - Purpose & identity development
 - Values, virtues, and decision-making
 - Resilience and adversity navigation
 - Vision, goals, and future planning
 - 2. **Life Skills Group Program (after 6-week Purpose & Direction program)**
 - Developing Manhood
 - Emotional regulation & self-control

- Communication and conflict skills
- Budgeting/Financial Literacy
- Time management

Individual One-to-One Mentoring

- A. Real Chance will provide weekly to bi-weekly 45-60 minutes of one-to-one mentoring inside of the JDC.
- B. Real Chance will provide weekly to bi-weekly 45-60 minutes of one-to-one mentoring outside of the JDC at the JJAEP, as well as at designated controlled/safe space areas (as approved by TCJS) for youth on probation.
- C. One-to-one mentoring sessions will be provided for youth who have been through some portion of the 6-week Purpose & Direction Group Mentoring Program and who demonstrate readiness, coachability, and desire for one-to-one mentoring.
- D. Individual mentoring provides a consistent, supportive adult relationship that many justice involved youth have never had. The purpose is to reinforce the positive directional and internal motivation changes that the youth have developed through the group mentoring program and during their detention period.
- E. Focus areas include:
 - Personalized coaching building on vision, goals, values and virtues, and behavior/choice changes developed in Purpose & Direction group programming
 - Coaching through adversity and developing resilience and coping strategies
 - Goal setting and progress tracking
 - Life skills, study skills, personal management skills
 - Reentry preparation/transition (to include other supportive services, such as: school re-engagement support, connection to community resources, family communication support)
 - Accountability and support/encouragement

MEMORANDUM OF UNDERSTANDING

Between The Archway and Tarrant County Juvenile Services

The Archway (“Provider”) will partner with Tarrant County, a political subdivision of the State of Texas (the “County”), acting through Tarrant County Juvenile Services (“TCJS”).

This Memorandum of Understanding (“MOU”) describes the roles and responsibilities agreed upon by Provider and County beginning May 28, 2026 (the “Effective Date”).

1. Overview of Project

Provider will provide the services described in **Exhibit A** (“Scope of Services”), which is attached hereto and incorporated herein for all purposes (“Services”), to youth in or transitioning from the Lynn W. Ross Juvenile Detention Center (“JDC”), youth being served in the Tarrant County Juvenile Justice Alternative Education Program (“JJAEP”), and youth being served through intake, diversion, deferred prosecution, or on probation (collectively, the “Project”).

2. Key Partners

The primary partners on this project are Provider and County.

3. Roles and Responsibilities

Provider will:

- Adhere to all County TCJS policies and protocols, including any applicable rules or regulations promulgated by the Texas Juvenile Justice Department (“TJJD”).
- Follow referral pathways established by TCJS if/when a disclosure that requires mandatory reporting occurs.
- As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, Provider shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of County) within twenty-four (24) hours from the time the allegation is made to all of the following:
 - Local law enforcement agency (such as the Tarrant County Sheriff’s Office);

- TJJD, by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form within twenty-four (24) hours, then by calling toll-free 866-477-8354, followed by submitting the report within twenty-four (24) hours of said call); and
- The Director of TCJS via facsimile number 817-838-4646, and by calling to report at 817-838-4643.

For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court or of TCJS. Provider agrees to immediately report any serious incidents, accidents, injuries, suspected illegal activities, or catastrophic events to the Director of TCJS at 817-838-4643.

- Ensure all staff who enter the JDC, JJAEP, or who interact with youth under the jurisdiction of TCJS have cleared background checks in accordance with Provider, County, TCJS, and TJJD policy.
- Ensure that all staff who enter the JDC, JJAEP, or who interact with youth under the jurisdiction of TCJS have completed PREA training through TCJS or have provided evidence of such completion through another source that is satisfactory to TCJS.
- Provide youth with a pre- and post-survey to determine understanding and comprehension of materials taught.
- Provider will ensure all facilitators communicate to youth regarding any disclosures made during provision of the Services. If a youth discloses anything that could be dangerous or is otherwise requires mandatory reporting, Provider will ensure that youth understand that Provider must immediately report it to TCJS staff and any others that may be required by law.
- All Provider staff and volunteers shall consent for TCJS to consult with Department Family Protective Services to check the abuse registry maintained by the State of Texas.
- All Provider staff and volunteers will provide consent for TCJS to complete an electronic criminal history check.
- All Provider staff and volunteers will provide an email copy of any CPS, DFPS, or law enforcement reports made regarding TCJS youth. This will occur no more than 24 hours after disclosures that trigger mandatory reporting are made.

County will:

- Provide support in identifying youth who may benefit from the Services delivered in small and/or classroom-sized groups.

- Provide the use of safe facility space for provision of the Services on days, times, and locations to be determined by County.
- For Services delivered in either the JDC or JJAEP, ensure TCJS staff are present in appropriate ratios during all times the Provider is providing the Services so that Provider and its staff or volunteers do not need to engage in behavior management.
- Provide access to PREA training for all staff of Provider who will enter the JJC, JJAEP, or who will interact with youth under the jurisdiction of TCJS.
- Provide clear communication of all TCJS rules and expectations.
- Pay for the cost of conducting electronic criminal history checks.

4. Shared Operating Principles and Values

Provider and County share a commitment to positive youth development for youth who are involved in the juvenile justice system, with an emphasis on family involvement and a beneficial impact on long- and short-term public safety. With that shared commitment, both parties commit to the following:

- ***Trauma-Informed Care:*** Provider and County commit to practicing trauma-informed care while engaging both staff and youth in this project. This means fostering an environment of felt safety, following through on commitments, being transparent with youth to an appropriate extent, cultivating an environment for peer support, fostering choices and collaboration, and taking culture and gender into account in all interactions.
- ***Strengths-Based Approach:*** Provider will notice and emphasize the assets and opportunities in staff and youth as protective factors against future criminal justice involvement rather than focus on vulnerability, while still addressing common vulnerabilities to increase positive outcomes.
- ***Evidence-Based Practices:*** Provider and County are committed to implementing evidence-based practices throughout the Project.
- ***Confidentiality:*** Outside of mandated reporting, pre-established protocols, and data sharing agreements, no information about a youth, TCJS, County, or Provider may be shared either between Provider and County or publicly without explicit written consent of the related party and/or their guardian.
- ***Competent Care for All Populations:*** During the provision of any services related to the Project, Provider will use culturally appropriate language and will treat all youth fairly and equitably. Provider and County will offer accommodations whenever required and possible for youth with disabilities and will apply best practices as determined by the policies of each organization.

5. Term

This MOU is in effect from the Effective Date until June 1, 2027 (the “Initial Term”). Thereafter, the County may renew this MOU, with adaptations based on feedback from participants, and programmatic and/or business needs identified by either party, for additional one-year terms by providing Provider with written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the then-current term (any such renewal, a “Renewal Term” and together with the Initial Term, the “Term”).

6. Commitment to Partnership

There will not be an exchange of financial assets between the two parties of this MOU as part of the agreement.

Provider will cover all costs associated with curriculum and staff time for training staff and youth.

County will cover all costs associated with space usage, staff supervision of youth during the sessions, and County staff time.

7. Communication Pathways

The parties to this MOU will maintain open and frequent communication about program quality, curriculum, scheduling, and youth concerns. To ensure streamlined communication, the primary contacts for the partnership are below for each topic:

Provider:

Ronna Huckaby, Chief of Mission
The Archway
1010 N. Center St.
Arlington TX 76011
Email address: Ronna.Huckaby@TheArchwayTX.org
Telephone: 817-991-8049

County:

Greg Sumpter, Deputy Director
Tarrant County Juvenile Services
2701 Kimbo Rd.
Fort Worth, TX 76111
Email address: gsumpter@tarrantcountytx.gov
Telephone: 817-838-4643

8. Protocol for Information Sharing, Information Reporting, and Media Content

In addition to the provisions of this MOU, Provider and County may develop a more-detailed data sharing and reporting protocol that aligns with TCJS and County policy and mandated reporting laws and allows for the ability to measure success and make referrals as appropriate to mentoring and other services. This protocol may cover the extent to which each party can

share information about youth (including behavior data, progress indicators, and recidivism tracking), protocols for matters requiring mandatory reporting, and creation and sharing of media content.

9. Indemnification

PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS MOU. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS MOU FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

10. Termination

Either Party may independently terminate this MOU upon written notice to the other Party, in which case the termination shall be effective thirty (30) calendar days after the date of the notice. Upon receipt by either party of the notice of termination, both Parties shall immediately consult to determine an appropriate course of action until the termination date. Notices of termination shall be sent to those listed under Section 7.

11. Independent Contractor

Provider is an independent contractor. County will not direct the Provider in the details of performing its duties. Provider and its employees are not agents of the County. County and its employees are not agents of Provider. This MOU does not entitle Provider to any benefit, privilege or other amenities of employment with the County. This MOU does not entitle County to any benefit, privilege or other amenities of employment with the Provider.

12. Governing Law and Venue

The terms and conditions of this MOU will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this MOU shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the parties to this MOU that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

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The parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or any other legally protected category.

14. Texas Public Information Act

The County advises Provider that the County is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Provider's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the County to disclose Provider information that may be subject to an exception from disclosure, County will (i) promptly notify Provider of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

15. Compliance with Laws

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16. Assignment and Subcontract

Provider may not assign or subcontract any of its rights, duties, and/or obligations arising out of this MOU without prior written consent of the County.

17. Third Party Beneficiary Excluded

This MOU does not protect any specific third party. The intent of this MOU excludes the idea of a suit by a third-party beneficiary.

18. Disclosure of Information

Provider warrants that, prior to entering this MOU, it has conducted an annual criminal history check and has verified and disclosed the following information to County, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Director of TCJS via telephone at 817-838-4643 and via email at rshaw@tarrantcountytx.gov:

- Any and all corrective action required by any of Provider's licensing authorities;
- Any and all litigation filed against the Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the Provider that has direct contact with juveniles;

- All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by County;
- Any finding of “Reason to Believe” by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- The identity of any of Provider’s employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- The identity of any of Provider’s employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this MOU, the term “criminal history” shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to County, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Provider, prior to placing that individual in a position that involves direct contact with juveniles, and County, in its sole discretion, may determine that the safety of children being served under this MOU precludes such individual from being placed in a position that involves direct contact with juveniles.

19. Entire Agreement

This MOU represents the entire agreement between the parties. No other promises or agreements have been made other than those in this MOU. This MOU supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The parties have incorporated into this MOU their entire understanding of the requirements under this MOU. Each party acknowledges that it has read this MOU carefully, fully understands the meaning of the terms of this MOU, and is signing this MOU knowingly and voluntarily.

20. Sovereign Immunity

THIS MOU IS EXPRESSLY MADE SUBJECT TO COUNTY’S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS MOU IS IN ANYWAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE COUNTY HAS BY OPERATION OF LAW. NOTHING IN THIS MOU IS INTENDED TO BENEFIT ANY THIRD-PARTY BENEFICIARY.

21. Execution of Agreement

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this MOU and of signature pages by electronic transmission shall constitute effective execution and delivery of this MOU as to the parties and may be used in lieu of the original MOU for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

[Signatures on Next Page]

We, the undersigned, have read and agree with this MOU.

Ronna Huckaby, Chief of Mission
The Archway

Riley Shaw, Director
Tarrant County Juvenile Services

Date

Date

**COUNTY OF TARRANT
STATE OF TEXAS**

X

Judge Alex Kim, Chair
Tarrant County Juvenile Board
2701 Kimbo Road, Fort Worth, TX 76111

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Separate Electronic Signature Page
District Attorney's Office*

*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT A

Scope of Services

The Archway – Safe Dates Teen Dating Violence Program

The Archway (“Provider”) will provide Safe Dates teen dating violence programming to male and female youth under the jurisdiction of Tarrant County Juvenile Services (“TCJS”) at dates, times, and locations designated by TCJS (the “Services”).

Description of Safe Dates program and curriculum:

Seven group sessions of ____ hour(s) each, covering topics such as:

- Defining Caring Relationships
- Defining Abuse
- Understanding Why People Abuse
- Helping Friends
- Communication / Conflict Resolution
- Understanding and Dealing with Feelings
- Community Resources

Provider will deliver the Services in small group and classroom-sized settings.

Provider will deliver the Services without cost to the participating youth, families, TCJS, and Tarrant County (the “County”).

Provider will supply all materials for use in delivering the Services.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is made and entered into as of the 1st day of July 2026 (the “Effective Date”), by and between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located within Tarrant County, Texas (also referred to as the “District”) and **Tarrant County**, a political subdivision of the State of Texas, acting through the **Tarrant County Juvenile Services** operating the **Lynn W. Ross Juvenile Detention Center**, at 2701 Kimbo Road, Fort Worth, Texas, 76111, a governmental entity whose principal place of business is located within Tarrant County, Texas (hereinafter the “Facility”).

WHEREAS, this Agreement between the District and the Facility; and,

WHEREAS, Facility has been developed to provide a written document on the relationship that exists in regard to federal programs; and,

WHEREAS, the Texas Education Agency in the school year 2026-2027 Standard Application System (SAS,) which includes the program(s) listed in the second paragraph, requests the date of a written agreement and,

WHEREAS, Special Education is not included in the SAS; and,

WHEREAS, the District will provide support from Elementary and Secondary Education Act (ESEA) Title I. Part D., Subpart 2, through negotiated participation in activities; and,

WHEREAS, the Facility will make available an October caseload count of children and youth being served by the facility to the Texas Education Agency (TEA), and TEA will advise the Fort Worth Independent School District of the numbers of students to be served and the amount of funding.

NOW THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed between the District and the Facility as follows:

TERMS AND CONDITIONS:

Term

The term of this Agreement (the “Term”) is for the 2026 Fiscal Year, which is from July 1, 2026, through June 30, 2027, unless earlier terminated by either party upon thirty (30) days written notice. The term of this Agreement may be further extended by mutual written agreement signed by the parties.

Description of Professional Services

Scope of services:

- Use funds to carry out high-quality education programs that prepare children and youth to complete high school, enter training or employment programs, or further their education.
- Provide activities that facilitate the transition of such children and youth from the correctional program in an institution to further education and, or employment.
- Operate dropout prevention programs at District schools for children and youth who are at-risk of

dropping out or youth returning from correctional facilities.

- Provide dropout prevention programs that serve at-risk children and youth identified as school-aged individuals who are at-risk of academic failure, have a drug or alcohol problem, are pregnant or are parent(s), have previously come into contact with the juvenile justice system, are at least 1 year behind the expected grade level for the age of the individual, are migrant or an immigrant, have limited English proficiency, are gang member(s), has previously dropped out of school, or have a high absenteeism rate at school.
- Coordinate health and social services for children and youth who are at-risk (e.g., daycare, drug and/or alcohol abuse counseling, and mental health services) if there is a likelihood that providing such services will help these children complete their education.
- Provide special programs that meet the unique academic needs of children and youth who are at-risk, including vocational and technical education, special education, career counseling, curriculum-based entrepreneurship education, and assistance in securing student loans or grants for postsecondary education.
- Provide programs providing mentoring and peer mediation.

Implementation of Services

- Ensure, to the extent possible, that the educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to students with an IEP under Part B of the Individuals with Disabilities Education Act (IDEA);
- Notify the local school of the child or youth if the child or youth is identified while in the facility as being in need of special education and related services;
- Provide, to the extent possible transition assistance to help the child or youth stay in school, including coordination of services for the family. counseling. assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- Provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the correctional facility, or provide them with the skills necessary to gain employment *or* to seek a secondary school diploma or its recognized equivalent;
- Work to ensure that the correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth;
- Ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
- Use, to the extent possible, technology to assist in coordinating educational programs between the correctional facility and the community school;
- Involve, to the extent possible. parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities;

- Coordinate funds with other Federal, State, and local funds to provide services to participating children and youth, such as funds made available under Title I of the Workforce Investment Act of 1998 (P.L. 105-220), and vocational and technical educational funds;
- Coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- Work, where appropriate, with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

Coordination of Services

The coordination of services for the Fort Worth Independent School District will be as follows:

<u>Name of Program</u>	<u>Administrator</u>	<u>Telephone</u>
ESEA Title I, Part D	Jeimie Rodriguez	817-814-2282

Other Terms and Conditions

The terms and conditions of this Agreement will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

Non-discrimination

The parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or any other legally protected category.

Public Information

This Agreement is subject to the provisions of the Texas Public Information Act. Section 552 *et seq* of the Texas Government Code.

Compliance with Laws

In providing the services required by this Agreement, both parties must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

Sovereign Immunity

THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO EACH PARTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER

OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE EITHER PARTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

Severability

If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect;

Captions

The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

Entire Agreement

This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in this Agreement. This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The parties have incorporated into this Agreement their entire understanding of the requirements under this Agreement. Each party acknowledges that it has read this Agreement carefully, fully understands the meaning of the terms of this Agreement, and is signing this Agreement knowingly and voluntarily.

Execution of Agreement

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

Notices

Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other party at the address hereinafter provided or such other address that from time to time either party may designate upon notice and agreement of both parties in accordance herewith shall be directed to the parties at their respective address as follows:

As to Facility:	Riley Shaw Director and Chief Probation Officer Tarrant County Juvenile Services 2701 Kimbo Rd. Fort Worth, Texas 76111
As to the District:	Dr. Peter B. Licata Superintendent Fort Worth Independent School District 100 North University Drive

Fort Worth, Texas 76107

With a copy to: Jeimie Rodriguez
Grants and Development Interim Senior Officer
Federal Programs
Fort Worth Independent School District
100 North University Drive
Fort Worth, Texas 76107

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date indicated above.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Dr. Peter B. Licata - Superintendent

Date: _____

Mohammad Choudhury, Associate Superintendent

TARRANT COUNTY JUVENILE SERVICES

Name: Riley Shaw

Title: Director and Chief Probation Officer

Date: _____

**TARRANT COUNTY
STATE OF TEXAS**

Alex Kim
Juvenile Board Chairman
2701 Kimbo Rd, Fort Worth, TX 76111

Date

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Separate Electronic Signature Page
District Attorney's Office*

*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

DATA SHARING AGREEMENT

This Data Sharing Agreement (the “Agreement”) is made between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas (“District” and/or “FWISD”) and **Tarrant County**, a political subdivision of the State of Texas, acting through the **Tarrant County Juvenile Services** operating the **Lynn W. Ross Juvenile Detention Center** defined below (hereinafter referred to as “ORGANIZATION”). The District and ORGANIZATION may be referred to individually as a “Party,” and collectively as the “Parties.”

Individual/Firm Name:	Tarrant County operating the Lynn W. Ross Detention Center
Address #1:	2701 Kimbo Road
Address #2:	Fort Worth, Texas 76111
Name of Contact:	Riley Shaw
Title of Contact:	Director and Chief Juvenile Probation Officer
Email:	www.tarrantcountytx.gov

1. PURPOSE

- 1.1 For ORGANIZATION to provide certain services to the District it may become necessary for the District to share certain Data with ORGANIZATION. Specific services provided by ORGANIZATION are included in the applicable quote, scope of work, and/or response to a Request for Proposal attached to this Agreement as **Exhibit C** (“Services”). To perform these Services, the ORGANIZATION may receive, or create, and the District may provide documents or data that may be subject to federal statutes, including, the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506, and Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h, as well as state student privacy laws, including Texas Education Code Chapter 32. Any additional terms or conditions included in **Exhibit C** shall have no force or effect, and the sole purpose of such **Exhibit C** is to identify the specific services that ORGANIZATION will provide to the District that necessitate the sharing of Data.
- 1.2 The purpose of this Agreement is to establish data privacy standards, delineate responsibilities, and outline the commitments of both Parties to protect the Data that is specifically outlined in **Exhibit A** of this Agreement. The specific Data sharing process will be outlined in **Exhibit B** of this Agreement. All shared Data shall be used solely for the purpose of delivering the Services, in compliance with applicable laws, and safeguarded using industry-standard data security practices.

2. TERM AND TERMINATION

- 2.1 This Agreement will commence as of the later date that both Parties have signed the agreement below, and shall terminate on June, 30, 2027, or the date that the Services listed in **Exhibit C** terminate, whichever date is later. At any time, this Agreement may be extended by mutual agreement of the Parties in writing.
- 2.2 Either Party may terminate this Agreement for any reason by giving thirty (30) days’ written notice of termination to the other Party.
- 2.3 The District may immediately terminate the Service agreement if the District determines the ORGANIZATION has breached a material term of this Agreement.

3. DEFINITIONS

- 3.1 “Data” – shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end-user(s)) uploads, enters, or submits to ORGANIZATION, including through the use of ORGANIZATION’s products or services. “Data” also specifically includes all Personally Identifiable Information in education records, directory data, and other non-public information. Data shall include De-identified usage data regarding a student’s or end user’s use of ORGANIZATION’s Services.
- 3.2 “Personally Identifiable Information” – As used in this Agreement, “Personally Identifiable Information” or “PII” means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.); or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. PII also means any student information, if any, identified as such in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C., Sec 1232g and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3.
- 3.3 “De-identified Information” – As used in this Agreement, “De-identified Information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student name; the name of a parent or other family members; the address or the address of a family member; a personal identifier, such as a social security number, student/employee number, or biometric record; other indirect identifiers, such as the date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person in the community and/or school community, who does not have personal knowledge of the relevant circumstances, to identify the person with reasonable certainty; or information requested by a person who ORGANIZATION reasonably believes knows the identity of the individual to whom the record relates.

4. DATA OWNERSHIP AND ACCESS

- 4.1 ORGANIZATION acknowledges and agrees that FWISD owns and retains all rights, title, and interest to, or has appropriate possessory rights in Data. ORGANIZATION understands that this Agreement does not convey ownership of FWISD’s Data to ORGANIZATION. Any and all Data shared by FWISD pursuant to this Agreement is, and always will remain, the sole property of FWISD. Parties agree that all rights, including all intellectual property rights, to Data, shall remain the exclusive property of the District, and ORGANIZATION has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give ORGANIZATION any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data. ORGANIZATION further acknowledges and agrees that all copies of such Data transmitted to the ORGANIZATION, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data.

- 4.2 ORGANIZATION retains all rights, title, and interest in and to any and all of ORGANIZATION's software, materials, tools, forms, documentation, training and implementation materials, and intellectual property ("ORGANIZATION Materials"). ORGANIZATION grants the District a personal, nonexclusive license to use the ORGANIZATION Materials for its own non-commercial, incidental use as set forth in the Services agreement between the Parties. ORGANIZATION represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement and the Service agreement, warrants to the District that the District will have use of any intellectual property contemplated by the Service agreement, if any, free and clear of claims of any nature by any third Party including, without limitation, copyright or patent infringement claims, and agrees to indemnify the District for any related claims. Notwithstanding any other provision herein, ORGANIZATION's obligation hereunder to indemnify and hold harmless the District is only to the extent permitted by the laws and Constitution of the State of Texas, and only to the extent the Texas Legislature waives ORGANIZATION's existing immunity. Nothing in this indemnification provision requires that the ORGANIZATION incur any debt, assess or collect funds, or create a sinking fund.
- 4.3 ORGANIZATION shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Data on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, if any, consistent with the functionality of the Services. ORGANIZATION shall respond in a reasonably timely manner (and no later than 28 days from the date of the request) to the District's request for Data in a pupil's records held by the ORGANIZATION to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the ORGANIZATION to review any of the Data accessed pursuant to the services, the ORGANIZATION shall refer the parent or individual to the District, who will follow the necessary and proper procedures regarding the requested information.
- 4.4 ORGANIZATION shall, at the request of the District, make Data available, including any pupil-generated content, in a readily accessible format. Pupil-generated content means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.
- 4.5 ORGANIZATION may employ third parties to assist with the performance of the services; however, ORGANIZATION is solely responsible for ensuring that any third party performing services under the Agreement is bound by the obligations of confidentiality and assignment provided herein. ORGANIZATION shall pay all fees, wages, salaries, and other amounts due to any third party in connection with ORGANIZATION's performance of its obligations under the Agreement, if any, and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters. ORGANIZATION shall either: (1) enter into written agreements with all subprocessors performing functions pursuant to the service provided under **Exhibit C**, such that the subprocessors agree to protect Data in a manner the same as or better than as provided pursuant to the terms of this Agreement; or (2) INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL THIRD PARTY CLAIMS, LOSSES, SUITS, OR LIABILITY INCLUDING ATTORNEYS' FEES FOR DAMAGES OR COSTS RESULTING FROM THE ACTS OR OMISSIONS OF ITS SUBPROCESSORS. ORGANIZATION shall periodically conduct or review compliance monitoring and assessments of Subprocessors

to determine their compliance with this Agreement. All Subprocessors used by the ORGANIZATION to perform functions pursuant to the Services agreement shall be identified in **Exhibit D**, attached hereto.

- 4.6 Each Party understands that both Parties are subject to and will comply with the Texas Public Information Act (Chapter 552, Texas Government Code). Each party understands and agrees that information, documentation, and other material in connection with this Agreement may be subject to public disclosure.

5. METHOD OF DATA COLLECTION, USE, AND TRANSFER

- 5.1 ORGANIZATION will only collect Data as necessary to fulfill its duties and services under this Agreement.
- 5.2 ORGANIZATION will use Data only for the purpose of fulfilling its duties, providing services, and improving its services under this Agreement.
- 5.3 The ORGANIZATION and its agents will establish specific safeguards to assure the confidentiality and security of PII. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of PII. ORGANIZATION shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- 5.4 ORGANIZATION must maintain reasonable administrative, technical, and physical safeguards designed to protect the confidentiality of information transmitted online, including but not limited to encryption, firewalls, and Secure Sockets Layer (SSL). All of the ORGANIZATION's personnel handling Data must be trained by ORGANIZATION on information security. ORGANIZATION's information security policy must require that all personnel who come into contact with District Data receive training on the proper techniques for handling such Data. If applicable to the services provided by ORGANIZATION, ORGANIZATION must implement policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of data, including the Payment Card Industry Security Standards (PCI-DSS). ORGANIZATION shall further detail its security programs and measures in **Exhibit D**.
- 5.5 ORGANIZATION shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
- 5.6 ORGANIZATION shall also have a written incident response plan, which shall include but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data that is in ORGANIZATION's possession. ORGANIZATION agrees to share this incident response plan, or an executive summary of such a plan, upon request.
- 5.7 ORGANIZATION is prohibited from using or selling Data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by ORGANIZATION; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose other than providing the Services to the District. This subsection does not prohibit ORGANIZATION from generating

legitimate personalized learning recommendations.

- 5.8 ORGANIZATION is prohibited from mining Data for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to District students or their parents, or to District employees, is prohibited. Data mining is defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.
- 5.9 To affect the transfer of Data and to ensure that the required confidentiality of PII shall always be maintained, both Parties agree:
- 5.9.1 To comply in all respects with the provisions of the Family Educational Rights to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Texas law as they apply to PII. Parties will notify each other in writing in the event of a security breach of any measures to keep confidential the PII received pursuant to this Agreement. Parties will also make all reasonable efforts to cure any such security breach and to prevent further security breaches, and inform each other of such efforts. Nothing in this Agreement shall be construed to allow Parties to maintain, use, disclose, or share PII received pursuant to this Agreement in a manner prohibited by any federal or Texas laws or regulations. ORGANIZATION shall not provide any PII obtained under this Agreement to any entity or person ineligible to receive PII protected by FERPA, or prohibited from receiving PII from any entity by virtue of a finding under 34 CFR Subpart E. If applicable, depending on the Services provided by ORGANIZATION, the Parties will also comply with the provision of the Health Insurance Portability and Accountability Act (“HIPAA”).
- 5.9.2 That for purposes of this Agreement and for ensuring Parties’ compliance with the terms of this Agreement and all applicable local and federal laws, ORGANIZATION shall provide the name and contact information of the ORGANIZATION’s Security Contact on **Exhibit D**. The District may direct security concerns and questions to the Security Contact identified on **Exhibit D**.
- 5.9.3 Publications and reports of Data and information related to that Data, including preliminary project descriptions and draft reports, if any, shall involve only De-Identified Information and no PII that could lead to the identification of any individual student and/or person.
- 5.9.4 If applicable to the Services, the Parties have the right, to present, publish, or use the Data that they have gained in the course of research conducted under this Agreement, if any, but ORGANIZATION may only present, publish, and use the Data in an aggregated form, converted to De-Identified Information, with no PII included. ORGANIZATION may share De-Identified Information with the other Party’s partners who have executed a written confidentiality agreement with ORGANIZATION, agreeing not to share or disseminate such Data provided by ORGANIZATION. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided for by District and all state and federal laws have been complied with.
- 5.9.5 If the purpose of this Agreement, as provided in **Exhibit C**, is to conduct research,

ORGANIZATION certifies and agrees that it will use Data shared under this Agreement for no purpose other than to meet the objectives of the research study specified under this Agreement. If applicable to the Services, ORGANIZATION is not authorized to continue research using the PII obtained under this Agreement upon the termination of this Agreement.

- 5.9.6 If applicable, ORGANIZATION agrees to provide to FWISD any proposed publications or presentations, which are to make public any findings, data, or results related to FWISD (collectively “Publications”) for FWISD’s review, comment, and approval at least fourteen (14) days prior to the proposed publication date. Lack of response by FWISD to ORGANIZATION by the proposed publication date will be considered approval of the Publications as presented. If there are no changes to the Publications, only changes to the layout and design of the Publications, then the fourteen (14) day approval is waived. FWISD shall confirm in writing if only changes to the layout and design of Publications are required. ORGANIZATION will provide FWISD with one electronic copy of the final versions of all reports and other documents, if any, associated with this Agreement.
- 5.10 The Parties shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the Parties shall establish and implement at least the following minimum physical, electronic, and managerial safeguards designed for maintaining the confidentiality of PII provided by each Party pursuant to this Agreement:
 - 5.10.1 Access to the PII provided by the Parties will be restricted to only those authorized staff, officials, and agents of the Parties who need it to perform their official duties in the performance of the work requiring access to the PII as detailed in this Agreement.
 - 5.10.2 The Parties will store the PII in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 - 5.10.3 The Parties will protect PII in a manner that prevents unauthorized persons from retrieving the PII by means of a computer, remote terminal, or other means.
- 5.11 If ORGANIZATION seeks to conduct a survey of students, ORGANIZATION acknowledges that all student surveys will be in compliance with the requirements of the Protection of Pupil Rights Amendment (PPRA). Any applicable survey conducted by ORGANIZATION must be conducted in collaboration with and with prior written consent from the District. In the event that any Department of Education funding is used for this program or services, prior written parental consent will be obtained before surveying a student on any of the following topics: (a) Political affiliations; (b) Mental and psychological problems potentially embarrassing to the student and his/her family; (c) Sex behavior and attitudes; (d) Illegal, anti-social, self-incriminating and demeaning behavior;
 - (e) Critical appraisals of other individuals with whom respondents have close family relationships; (f) Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or (g) Religious practices, affiliations, or beliefs of the student or parents; or (h) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program); or (i) any future amendment expanding the protected categories to the PPRA.

5.11.1 If ORGANIZATION seeks to conduct such a survey under this Subsection 5.11, ORGANIZATION will provide parents/guardians with the opportunity to inspect the survey created by ORGANIZATION before the survey is administered or distributed to the student(s), regardless of the funding source.

5.12 ORGANIZATION agrees to maintain backup copies, backed up on a frequent basis, of Data in case of ORGANIZATION's system failure or any other unforeseen event resulting in loss of any portion of the Data.

6. DATA DESTRUCTION, DELETION, OR RETURN

6.1 ORGANIZATION will dispose of, destroy, delete, or return to FWISD all files and hard copy records that contain FWISD Data and purge any copies of such Data from its computer system:

6.1.1 Immediately upon termination of this Agreement, either by expiration or as provided herein; or

6.1.2 Within ten (10) business days after the Data is no longer needed for the purposes stated in this Agreement.

6.1.3 If requested, a Party shall provide to the other Party an affidavit confirming the destruction and/or return of Data within ten (10) business days of such request.

6.2 ORGANIZATION will ensure that all Data in the possession of any subcontractors, subprocessors, or agents to which the ORGANIZATION may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data is no longer needed for the specific purpose or at the termination of this Agreement.

6.3 ORGANIZATION shall certify to the District in writing that all copies of the Data stored in any manner by ORGANIZATION have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high-level formatting operations.

7. CONFIDENTIALITY

7.1 The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of PII in education records. The Parties agree that ORGANIZATION is a "school official" under FERPA and has a legitimate educational interest in PII from education records because ORGANIZATION: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and re-disclosure of PII from education records.

7.2 All Data accessed or used by the ORGANIZATION shall at all times be treated as confidential by the ORGANIZATION and shall not be copied, used, or disclosed by the

ORGANIZATION for any purpose not related to providing services to the District or as authorized in this Agreement. ORGANIZATION recognizes that PII is protected against disclosure by Federal and State Statutes and Regulations, and ORGANIZATION agrees to comply with said restrictions. Any publication or dissemination of Data by the Parties needs to be converted to De-identified Information as further outlined in this Agreement. The Parties shall not re-disclose PII in any way that causes a breach of confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.

- 7.3 The Parties expect and anticipate that ORGANIZATION may receive PII in education records from the District only as an incident of service or training that ORGANIZATION provides to the District. ORGANIZATION shall be permitted to use any such PII in education records as a function of performing its duties and obligations. ORGANIZATION represents that it shall not use or further disclose any PII in education records other than as a function of performing its duties and obligations.
- 7.4 To the extent that both Parties will come into possession of student records and information, and to the extent that both Parties will be involved in the survey, analysis, or evaluation of students incident to this Agreement, both Parties agree to strictly comply with all the applicable requirements of the FERPA, the Children's Online Privacy Protection Act (COPPA), and the Protection of Pupil Rights Amendment ("PPRA").
- 7.5 That ORGANIZATION shall put procedures in place to safeguard the confidentiality and integrity of PII, to place limitations on its use, and to maintain compliance with applicable privacy laws. ORGANIZATION shall require all of its employees, contractors, and agents with access to FWISD PII to comply with this Agreement and all applicable provisions of FERPA and other laws with respect to the PII shared under this Agreement.
- 7.6 The PII collected and shared is confidential. ORGANIZATION will not disclose Data produced under this Agreement in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors, and agents of the Parties. Parties and persons participating on behalf of ORGANIZATION shall neither disclose nor otherwise release data and reports relating to any student nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group.

8. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PII

- 8.1 TO THE EXTENT PERMITTED UNDER TEXAS LAW, THE ORGANIZATION SHALL BE RESPONSIBLE FOR DAMAGES ATTRIBUTABLE TO A THIRD PARTY CAUSED BY THE IMPROPER DISCLOSURE OF PII TO THE EXTENT CAUSED BY THE CONDUCT OF THE ORGANIZATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS. THE ORGANIZATION AGREES TO INDEMNIFY FWISD AND HOLD FWISD HARMLESS FOR ANY DAMAGES ATTRIBUTABLE TO A THIRD PARTY CAUSED BY THE IMPROPER DISCLOSURE OF PII, TO THE EXTENT CAUSED BY THE CONDUCT OF THE ORGANIZATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS, AND TO DEFEND FWISD AGAINST SUCH CLAIMS FOR DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ORGANIZATION'S OBLIGATION HEREUNDER TO INDEMNIFY AND HOLD HARMLESS FWISD IS ONLY TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS,

AND ONLY TO THE EXTENT THE TEXAS LEGISLATURE WAIVES ORGANIZATION'S EXISTING IMMUNITY. NOTHING IN THIS INDEMNIFICATION PROVISION REQUIRES THAT THE ORGANIZATION INCUR ANY DEBT, ASSESS OR COLLECT FUNDS, OR CREATE A SINKING FUND.

- 8.2 The Parties agree that the terms and requirements in this Section and Subsection 4.5 shall survive the expiration of the term of this Agreement.

9. ASSURANCES AND NOTIFICATIONS

- 9.1 By signing this Agreement, each Party represents to the other Party that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Texas law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of the Party or its officers or employees have caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, the violating Party shall promptly notify the other Party.
- 9.2 ORGANIZATION shall notify FWISD promptly in writing if ORGANIZATION determines, or knows, that PII has been improperly disclosed to ORGANIZATION personnel, an entity with whom ORGANIZATION contracts, or to any other third party who does not have a legitimate interest in the PII under this Agreement. ORGANIZATION shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible (Tex. Bus. & Com. Code § 521.001-152).
- 9.3 ORGANIZATION, unless otherwise prohibited by law, shall promptly notify FWISD if ORGANIZATION determines or knows if a court of law, administrative agency, hearing officer, or similar decision-maker determines that ORGANIZATION has improperly disclosed PII that ORGANIZATION obtained from FWISD. The Parties agree that this notification requirement all survive the expiration of the term of this Agreement and for as long as ORGANIZATION has access to FWISD PII.
- 9.4 When ORGANIZATION reasonably suspects and/or becomes aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, ORGANIZATION shall notify the District within 48 hours. The ORGANIZATION shall take immediate steps to limit and mitigate the damage of such security breach(es) to the greatest extent possible. If the incident involves criminal intent, then the ORGANIZATION will follow the directions from the law enforcement agencies involved in the case.
- 9.4.1 The security breach notification to the District shall be written in plain language, and address the following: (a) a list of the types of personal information that were or are reasonably believed to have been the subject of a breach; and (b) a description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and whether the notification was delayed as a result of a law enforcement investigation.
- 9.4.2 ORGANIZATION agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation.

- 9.4.3 In the event of a Data breach or unauthorized disclosure, the ORGANIZATION shall cooperate fully with the District, including, but not limited to, providing appropriate notification to individuals impacted by the breach or disclosure as required by law. ORGANIZATION agrees to pay for all costs incurred in the investigation and remediation of any security breach caused in whole or in part by ORGANIZATION or ORGANIZATION's sub processors, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if PII exposed during the breach could be used to commit financial identity theft.
- 9.4.4 The ORGANIZATION's obligations under this Subsection 9.4 shall survive termination of this Agreement and Service agreement until all Data has been returned and/or securely destroyed.

10. NOTIFICATION OF AMENDMENTS TO POLICIES

- 10.1 ORGANIZATION shall not modify the methods or purposes for collecting, using, or sharing Data under this Agreement without providing written notice to and obtaining the prior written consent of the District.
- 10.2 ORGANIZATION shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. The District reserves the right to terminate this Agreement with ORGANIZATION, without penalty, by providing written notice within thirty (30) days of receipt of the proposed amendments.
- 10.3 The terms and conditions in this Agreement will govern if there is a conflict between the terms or conditions listed in this Agreement and any terms or conditions listed in any applicable Terms of Use, Privacy Policy, and/or any similar policies/procedures of ORGANIZATION.

11. NOTICES

The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification, amendment, extension, or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals, with additional copies to:

For the District:

Fort Worth Independent School District
Attn: CIO, Division of Technology
Address: Fort Worth Independent School District
7060 Camp Bowie West Blvd., Ste. 1055
Fort Worth, TX 76116
Email: ITBusinessServices@fwisd.org

With a copy to:

Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
7060 Camp Bowie West Blvd.
Fort Worth, TX 76116
legalservices@fwisd.org

For the ORGANIZATION: See the Introductory Paragraph on page 1 of this Agreement.

12. RIGHT TO AUDIT

- 12.1 The District, through its employees or agents, shall have the right to audit ORGANIZATION's compliance with this Agreement. Such audits shall be limited to records and documents directly related to this Agreement and verifying compliance with its terms and obligations.
- 12.2 The District will provide ORGANIZATION with at least ten (10) business days' written notice before conducting an audit. ORGANIZATION shall fully cooperate by providing reasonable access to relevant personnel, documentation, and information. Audits will be conducted during normal business hours, and both Parties will ensure that the audit is performed in a manner that minimizes disruption to ORGANIZATION's operations.
- 12.3 All information obtained during the audit shall be treated as confidential and used solely to verify compliance with this Agreement. The District agrees not to disclose such information to third parties, except when required by law.
- 12.4 The District shall bear all costs and expenses associated with the audit, which will be limited to one audit per calendar year. The District may request an additional audit if a material concern is identified.

13. INSURANCE PROVISIONS

- 13.1 ORGANIZATION and FWISD expressly acknowledge that both entities are governmental entities of the State of Texas and possess sovereign or governmental immunity as provided by the Texas Constitution and Texas law. Nothing in this Clause or any associated agreement shall be construed as a waiver of sovereign or governmental immunity, a consent to suit, or an assumption of liability beyond that permitted by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code. All claims, if any, against either party shall be governed exclusively by the Texas Tort Claims Act and applicable Texas law.
- 13.2 ORGANIZATION shall comply with all applicable state and federal privacy and data-protection laws, regulations, and standards, including but not limited to the Texas Identity Theft Enforcement and Protection Act (Texas Business & Commerce Code Chapter 521), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, if applicable, and any other state or federal laws governing the safeguarding, confidentiality, security, notification, or handling of protected, confidential, or sensitive personal information.
- 13.3 To the extent permitted by law, ORGANIZATION acknowledges and agrees that if a data breach, unauthorized disclosure, or information security incident involving protected or confidential data arises from or is attributable to ORGANIZATION systems, networks, personnel, contractors, vendors, or failure to comply with applicable privacy laws, ORGANIZATION shall be solely responsible for financing and paying, from its own funds or applicable insurance coverage, all costs associated with regulatory compliance and enforcement. Such costs may include, without limitation, civil penalties, administrative fines, statutory assessments, corrective action plan expenses, monitoring requirements, audit costs, or other financial obligations imposed by the **Texas Attorney General or any federal regulatory agency, including the U.S. Department of Health and Human Services Office for Civil Rights.**
- 13.4 Nothing aforementioned, shall be construed to require FWISD to assume, reimburse,

indemnify, or otherwise bear responsibility for any regulatory fine, penalty, assessment, or enforcement action arising under state or federal privacy laws that is attributable to ORGANIZATION systems, operations, personnel, or vendors

14. MISCELLANEOUS TERMS

- 14.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability or commit the other to any contractual, legal, or financial obligations without prior written consent.
- 14.2 Neither the District nor ORGANIZATION shall use the other Party's name, trademarks, or other logos, or the names of any individuals involved in the Agreement, in any publication or public presentation without the prior written consent of such other Party, except as required by law.
- 14.3 No alteration, cancellation, variation, or addition to this Agreement shall be effective unless in writing as an amendment or addendum, signed by both Parties or their authorized representatives.
- 14.4 This document contains the entire agreement between the Parties and supersedes any prior and contemporaneous oral or written agreements between the Parties. Neither Party shall be bound by any undertaking, representation, or warranty not recorded herein or added hereto without the consent of the Parties. This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.
- 14.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
- 14.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- 14.7 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect.
- 14.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any other attempted assignment or transfer without such consent shall be void and of no effect.
- 14.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
- 14.10 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of an exclusive relationship between ORGANIZATION and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or

similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.

- 14.11 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.
- 14.12 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.
- 14.13 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas. Any legal action arising out of or relating to the Agreement shall be brought only in the state or federal courts located in Tarrant County, Texas, and the Parties irrevocably consent to the jurisdiction and venue of such courts.
- 14.14 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- 14.15 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.
- 14.16 THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO EACH PARTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE EITHER PARTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.
- 14.17 Throughout the term this Agreement, both Parties must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Each Party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

15. SIGNATURE CLAUSE

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and ORGANIZATION signify that each Party understands and will comply with the conditions stated above. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

Tarrant County Juvenile Services

By: _____

Name: Riley Shaw

Title: Director of Juvenile Services

Date:

TARRANT COUNTY JUVENILE BOARD:

BY: _____

NAME: Alex Kim, Judge 323rd District Court

TITLE/ENTITY: Juvenile Board Chair

DATE:

Fort Worth Independent School District

By: _____

Name:

Title:

Date:

Approved as to Form:

Fort Worth ISD Legal Counsel

TARRANT COUNTY, TEXAS:

BY: Separate Electronic Signature Page

NAME: Tim O'Hare

TITLE/ENTITY: Tarrant County Judge DATE: _____

APPROVED AS TO FORM:

BY: James Marvin Nichols

NAME: James Marvin Nichols

TITLE/ENTITY: Criminal District Attorney's Office*

DATE: 04/28/2026

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Exhibit A

Survey Disclosure, Data Overview, and Specific Data Requested

Survey Disclosure: ORGANIZATION should disclose any plans to conduct any surveys as part of the services provided under this Agreement or through the ORGANIZATION's normal operations that may impact the District's data, personnel, or end users.

- ☒ ORGANIZATION **WILL NOT** conduct any surveys as part of the Services.
- ☐ ORGANIZATION **WILL** conduct survey(s) as part of the Services, and ORGANIZATION agrees that such surveys will be in compliance with Subsection 5.11 of the Agreement. [**Note:** If ORGANIZATION answers that it will conduct surveys, this Agreement needs to be routed to School Leadership for approval.]

Instructions: ORGANIZATION should identify if District Data is collected to provide the described services. If District Data is collected to provide the described services, list the required fields or indicate that a separate document is attached.

- ☐ ORGANIZATION **DOES NOT** collect District Data to provide the described services.
- ☒ ORGANIZATION **DOES** collect District Data to provide the described services.

Table 1: Data Overview

School Years of Data Requested	2026-2027
Students Included	Tarrant County Juvenile Detention Center enrolled 2026-2027
Timeframe for Collection	2026-2027 school year
Other	N/A

Table 2: Data Requested

Student Data

Data Type	Data Details
Student Identifiers	Student identifiers are established by Tarrant County Juvenile Detention Center prior to becoming FWISD student.
Static Student Demographics	Demographics are established by Tarrant County Juvenile Detention Center prior to becoming a FWISD student.
Student Academics	Student academics include report cards and progress reports
Student Attendance and Referrals	N/A
Other	N/A

Non-Student Data

Data Type	Data Details
	N/A

Exhibit B

Data Sharing Process

Instructions: Please specify the data-sharing method that will be utilized and describe the specific data-sharing process below.

Fort Worth Independent School District will utilize a secure solution for single sign-on and rostering or other secure methods of data transfer. The District will roster data in bulk directly from the District to mirror the District's SIS rosters. The District requires support for the following single sign-on methods at no additional charge to the District.

- Method One: OneRoster through Classlink (District's Preferred Method)
- Method Two: SAML or modern authentication methods
- Method Three: LTI (learning tools interoperability)

Describe the secure rostering process that will be used to transmit the data below. If the services provided to the District do not call for digital integration, describe how the requested data will be securely transferred.

Data will be shared ad hoc via SharePoint to a select and identified number of staff from FWISD and Contractor.

Exhibit C

Quote, Scope of Work, Response to Request for Proposal/Qualifications

Instructions: Please insert the applicable Quote, Scope of Work, or RFP below and/or describe the services that will be provided by ORGANIZATION to the District. Any additional terms or conditions included in this **Exhibit C** attached hereto shall have no force or effect, and the sole purpose of such **Exhibit C** is to identify the specific services that ORGANIZATION will provide to the District that necessitate the sharing of Data.

Provide general classroom management/student conduct support (Organization will manage serious student misconduct that includes but is not limited to physical aggression, verbal aggression, and/or conduct that creates a safety concern). Establish and maintain a safe, orderly, and welcoming learning space/classroom for children and youth.

- ☐ The ORGANIZATION is requesting data for multiple programs and platforms. A list of the applicable programs/platforms covered under this Agreement is included below:

Exhibit D

Data Security

ORGANIZATION's Security Contact Information:

Named Security Contact: Jarreau K. Grant

Email of Security Contact: JKGrant@tarrantcountytexas.gov

Phone Number of Security Contact: 817-838-4618

List of ORGANIZATION's Subprocessors:

List Subprocessors or indicate that a separate document is attached.

N/A

Additional Data Security Measures:

Please list Security Measures or indicate that a separate document is attached.

N/A

Acknowledgment of Cyber Liability and Technology Errors and Omissions Insurance Requirements:

- ☐ By checking this box, the ORGANIZATION hereby acknowledges and agrees to the Cyber Liability and Technology Errors and Omissions Insurance requirements set forth in Section 13 of this Agreement. The ORGANIZATION confirms that it has read, understands, and shall maintain, at its own expense, the specified insurance coverage throughout the duration of this Agreement, including any extensions or renewals. The ORGANIZATION further agrees to furnish satisfactory evidence of such coverage upon request and to notify the District promptly of any material changes, cancellation, or non-renewal of said insurance. Failure to comply with these requirements shall constitute a material breach of this Agreement.

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge



STATE OF TEXAS
COUNTY OF TARRANT

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§
§

JUVENILE SERVICES CONTRACT
FOR TEACHING SERVICES
WITH FORT WORTH ISD

BACKGROUND

The Juvenile Services Contract for Teaching Services with Fort Worth ISD ("Contract") is between **Tarrant County, Texas**, a political subdivision of the State of Texas, acting through Tarrant County Juvenile Services, hereinafter referred to as ("COUNTY"), and the **Fort Worth Independent School District**, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas, hereinafter referred to as ("PROVIDER"), for the provision of carrying out requirements of Chapter 37 of the Texas Education Code, and it incorporates the same as if fully set out herein. The COUNTY and PROVIDER desire to enter this Contract, whereby the PROVIDER will support and maintain the instructional program for the Tarrant County Juvenile Justice Alternative Education Program, hereinafter referred to as ("JJAEP"). The Commissioners Court finds that this serves a public purpose for Tarrant County Juvenile Services, hereinafter referred to as ("TCJS") to execute its mandated responsibility to operate the JJAEP, in Tarrant County, Texas.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER will supply and/or perform the following:

- 1.1 One (1) Coordinator of Educational Services;
- 1.2 Four (4) full-time certified teachers;
- 1.3 One (1) full-time certified special education teacher;
- 1.4 If it becomes necessary to add additional teachers to maintain a teacher-student ratio of 1:24, this Contract amount may be increased to that extent;
- 1.5 PROVIDER will be fully responsible to ensure that the program meets all educational instruction requirements and meets all reporting and documentation requirements pursuant to all federal, state, and local laws, including special education requirements per the Memorandum of Understanding. A copy of said MOU is attached hereto as "**Attachment "A"**" and is incorporated herein for all purposes; and
- 1.6 PROVIDER will designate the Coordinator of Educational Services and COUNTY will designate Mr. Jesus Reyes, JJAEP Administrator, 3131 Sanguinet, located in Fort Worth, TX 76107, Phone: 817-255-5022, as coordinator. In the event said person, for whatever reason, ceases to be the liaison or coordinator, the party represented thereby will immediately designate a new (or interim) liaison or coordinator and will notify the other party of such designation. The liaisons/coordinators will work together to ensure the effective communication necessary to this joint effort.

2 TERM

This Contract will begin on September 1, 2026 and concludes on August 31, 2027. The instructional day will be a minimum of seven hours. The length of the school year will be 180 days with an optional 35 days for the summer session.

3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluation on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:
 - 3.2.1 Provide an instructional program that allows students to perform at grade level with a one year level of student academic progress in the areas of reading and math, for one year of instruction.
 - 3.2.2 Provide a counseling and behavioral component to address student behaviors and needs, while promoting pro-social skills, self-sufficiency, self-discipline, and family involvement.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
 - 3.3.1 Provide, supervise and evaluate Coordinator(s) of Educational Services, 4 certified teachers, 1 certified special education teacher, and daily coverage for up to 215 school days.
 - 3.3.2 Provide 4 core academic subjects, Computer Lab, and GED quality curriculums and instruction.
 - 3.3.3 Coordinate, organize and administer state mandated testing, including TAKS, IOWA Test of Basic Skills, STAAR and End of Course.
 - 3.3.4 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.
- 3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:
 - 3.4.1 Overall student progress is a minimum of ½ grade level per 90 day successful expulsion completion, as measured by the state mandated IOWA test of Educational Achievement pre and post testing.
 - 3.4.2 Maintain a minimum of 85% successful program completion rate.
 - 3.4.3 Achieve a minimum of 80% daily attendance rate.

4 COST

COUNTY will pay not more than \$610,547.38 pursuant to this Contract for reimbursement of teacher expenses. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when PROVIDER satisfies the following conditions:

- 4.1 PROVIDER will bill for services performed in accordance with this Contract;
- 4.2 PROVIDER will send monthly invoice to Tarrant County Juvenile Services, ATTN: Jesús Reyes, 3131 Sanguinet St., Fort Worth, TX 761107 or jreyes@tarrantcountytexas.gov
- 4.3 PROVIDER understands that PROVIDER is responsible for any other expenses or services incurred by PROVIDER or other agencies in performing its services under this Contract; and
- 4.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in JJAEP, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

- 7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:
- 7.1.1 Local law enforcement agency (such as the Tarrant County Sheriff's Office); and
 - 7.1.2 Texas Juvenile Justice Department, hereinafter referred to as "TJJD", by submitting a TJJD Incident Report Form to abuseneglect@tjtd.texas.gov (or if unable to complete the form 24 hours, then by calling toll-free 866-477-8354, followed by submitting the report within 24 hours of said call); and
 - 7.1.3 TCJS to facsimile number 817-838-4646.
- 7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.
- 7.3 The PROVIDER agrees to immediately report any serious incidences, accidents, injuries, suspected illegal activities, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

11 DISCLOSURE OF INFORMATION

- 11.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to Chief Probation Officer at 817-838-4643.
- 11.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities related to the services under this Contract;
 - 11.1.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER providing services under this Contract that has direct contact with the juveniles;
 - 11.1.3 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

- 11.1.4 Any finding of “Reason to Believe” by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
 - 11.1.5 The identity of any of PROVIDER’S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - 11.1.6 The identify of any of PROVIDER’S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term “criminal history” shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 11.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER providing services under this Contract, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this contract precludes such individual from being placed in a position that involves direct contact with juveniles.

12 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

13 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without the prior written consent of COUNTY.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the contract or the proceeds thereof.

15 DEFAULT

- 15.1 COUNTY may, by written notice of default to PROVIDER, terminate the whole or any part of this Contract as it deems appropriate, in any of the following circumstances:
 - 15.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
 - 15.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms;
 - 15.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.
- 15.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER’S ability to contract with COUNTY in the future.

16 COMPLIANCE WITH LAWS

In providing the services required by this Agreement, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

- 17.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, upon giving notice to the PROVIDER.
- 17.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

18 TERMINATION

- 18.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
 - 18.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
 - 18.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 18.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 18.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

19 PARTIES ADDRESSES

COUNTY

Judge Tim O'Hare
County Judge, Tarrant County
100 E. Weatherford St.
Fort Worth, TX 76196

PROVIDER

Dr. Peter Licata
Superintendent, Fort Worth ISD
7060 Camp Bowie Blvd.
Fort Worth, TX 76116

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, or subcontractors against COUNTY.

21 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to insure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Contract, party's agent, or party's employee, otherwise provided by law.

22 REPRESENTATION AND WARRANTIES

22.1 PROVIDER hereby represents and warrants the following:

- 22.1.1 That is has all necessary right, title, license and authority to enter into this Contract;
- 22.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
- 22.1.3 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
- 22.1.4 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

23 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

24 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

25 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 25.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 25.2 The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified Goals and Outcomes. Said Goals and Outcomes, if applicable, are published and attached hereto, and directly relate to program objectives as required by the Texas Human Resources Code Section 141.050(b). Goals and Outcomes may be periodically revised. Failure to comply with this requirement will be treated as a default. **(Attachment "B" – Goals and Outcomes)**
- 25.3 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. **(Attachment "C" - Family Code 231.006)**

- 25.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 25.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment “D”)**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 25.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER’S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 25.7 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration. County shall be responsible for all expenses associated with such an audit.
- 25.8 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 25.9 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

26 EXECUTION OF AGREEMENT

This Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Contract, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Contract and of signature pages by electronic transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

29 AMENDMENTS

The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract

orally.

29 DISCLOSURE OF INTERESTED PARTIES

The Fort Worth Independent School District acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

This Contract was formally approved by **Fort Worth Independent School District**, the entity authorized to bind FORT WORTH INDEPENDENT SCHOOL DISTRICT, by action on _____

Signature: _____

NAME: _____ Dr. Peter Licata _____

TITLE/ENTITY: _____ Superintendent, Fort Worth ISD _____

ADDRESS: _____ 7060 Camp Bowie Blvd. _____

_____ Fort Worth, TX 76116 _____

PHONE: _____ FAX: _____

TARRANT COUNTY JUVENILE BOARD:

This Contract was formally approved by the **Tarrant County Juvenile Board**, the entity authorized to bind TARRANT COUNTY JUVENILE BOARD, by vote in public, posted meeting on _____.

SIGNATURE: _____

NAME: Alex Kim, 323rd District Court

TITLE/ENTITY: Juvenile Board Chair

ADDRESS: 2701 Kimbo Rd.

Fort Worth, TX 76111

PHONE: 817-838-4600

TARRANT COUNTY JUVENILE SERVICES:

This Contract was formally approved by the **Tarrant County Juvenile Services**.

SIGNATURE: _____

NAME: Riley Shaw

TITLE/ENTITY: Director, Tarrant County Juvenile Services

ADDRESS: 2701 Kimbo Road

Fort Worth, TX 76111

PHONE: 817-836-4643 FAX: 817-838-4646

This Contract was formally approved by the **Tarrant County Commissioners Court**, the entity authorized to bind TARRANT COUNTY, TEXAS, by vote in public, posted meeting on_____.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Separate Electronic Signature Page
District Attorney's Office*

*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$_____

Separate Electronic Signature Page
Auditor

DATA SHARING AGREEMENT

This Data Sharing Agreement (the “Agreement”) is made between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas (“District” and/or “FWISD”) and **Tarrant County**, a political subdivision of the State of Texas, acting through the **Tarrant County Juvenile Services** defined below (hereinafter referred to as “ORGANIZATION”). The District and ORGANIZATION may be referred to individually as a “Party,” and collectively as the “Parties.”

Individual/Firm Name: Tarrant County Juvenile Services
Address #1: 2701 Kimbo Road
Address #2: Fort Worth, Texas 76111
Name of Contact: Riley Shaw
Title of Contact: Director and Chief Juvenile Probation Officer
Email: rshaw@tarrantcountytexas.gov

1. PURPOSE

- 1.1 For ORGANIZATION to provide certain services to the District it may become necessary for the District to share certain Data with ORGANIZATION. Specific services provided by ORGANIZATION are included in the applicable quote, scope of work, and/or response to a Request for Proposal attached to this Agreement as **Exhibit C** (“Services”). To perform these Services, the ORGANIZATION may receive, or create, and the District may provide documents or data that may be subject to federal statutes, including, the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506, and Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h, as well as state student privacy laws, including Texas Education Code Chapter 32. Any additional terms or conditions included in **Exhibit C** shall have no force or effect, and the sole purpose of such **Exhibit C** is to identify the specific services that ORGANIZATION will provide to the District that necessitate the sharing of Data.
- 1.2 The purpose of this Agreement is to establish data privacy standards, delineate responsibilities, and outline the commitments of both Parties to protect the Data that is specifically outlined in **Exhibit A** of this Agreement. The specific Data sharing process will be outlined in **Exhibit B** of this Agreement. All shared Data shall be used solely for the purpose of delivering the Services, in compliance with applicable laws, and safeguarded using industry-standard data security practices.

2. TERM AND TERMINATION

- 2.1 This Agreement will commence as of the later date that both Parties have signed the agreement below, and shall terminate on July, 31, 2027, or the date that the Services listed in **Exhibit C** terminate, whichever date is later. At any time, this Agreement may be extended by mutual agreement of the Parties in writing.
- 2.2 Either Party may terminate this Agreement for any reason by giving thirty (30) days’ written notice of termination to the other Party.
- 2.3 The District may immediately terminate the Service agreement if the District determines the ORGANIZATION has breached a material term of this Agreement.

3. DEFINITIONS

- 3.1 “Data” – shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end-user(s)) uploads, enters, or submits to ORGANIZATION, including through the use of ORGANIZATION’s products or services. “Data” also specifically includes all Personally Identifiable Information in education records, directory data, and other non-public information. Data shall include De-identified usage data regarding a student’s or end user’s use of ORGANIZATION’s Services.
- 3.2 “Personally Identifiable Information” – As used in this Agreement, “Personally Identifiable Information” or “PII” means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.); or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. PII also means any student information, if any, identified as such in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C., Sec 1232g and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3.
- 3.3 “De-identified Information” – As used in this Agreement, “De-identified Information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student name; the name of a parent or other family members; the address or the address of a family member; a personal identifier, such as a social security number, student/employee number, or biometric record; other indirect identifiers, such as the date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person in the community and/or school community, who does not have personal knowledge of the relevant circumstances, to identify the person with reasonable certainty; or information requested by a person who ORGANIZATION reasonably believes knows the identity of the individual to whom the record relates.

4. DATA OWNERSHIP AND ACCESS

- 4.1 ORGANIZATION acknowledges and agrees that FWISD owns and retains all rights, title, and interest to, or has appropriate possessory rights in Data. ORGANIZATION understands that this Agreement does not convey ownership of FWISD’s Data to ORGANIZATION. Any and all Data shared by FWISD pursuant to this Agreement is, and always will remain, the sole property of FWISD. Parties agree that all rights, including all intellectual property rights, to Data, shall remain the exclusive property of the District, and ORGANIZATION has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give ORGANIZATION any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data. ORGANIZATION further acknowledges and agrees that all copies of such Data transmitted to the ORGANIZATION, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data.

- 4.2 ORGANIZATION retains all rights, title, and interest in and to any and all of ORGANIZATION's software, materials, tools, forms, documentation, training and implementation materials, and intellectual property ("ORGANIZATION Materials"). ORGANIZATION grants the District a personal, nonexclusive license to use the ORGANIZATION Materials for its own non-commercial, incidental use as set forth in the Services agreement between the Parties. ORGANIZATION represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement and the Service agreement, warrants to the District that the District will have use of any intellectual property contemplated by the Service agreement, if any, free and clear of claims of any nature by any third Party including, without limitation, copyright or patent infringement claims, and agrees to indemnify the District for any related claims. Notwithstanding any other provision herein, ORGANIZATION's obligation hereunder to indemnify and hold harmless the District is only to the extent permitted by the laws and Constitution of the State of Texas, and only to the extent the Texas Legislature waives ORGANIZATION's existing immunity. Nothing in this indemnification provision requires that the ORGANIZATION incur any debt, assess or collect funds, or create a sinking fund.
- 4.3 ORGANIZATION shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Data on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, if any, consistent with the functionality of the Services. ORGANIZATION shall respond in a reasonably timely manner (and no later than 28 days from the date of the request) to the District's request for Data in a pupil's records held by the ORGANIZATION to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the ORGANIZATION to review any of the Data accessed pursuant to the services, the ORGANIZATION shall refer the parent or individual to the District, who will follow the necessary and proper procedures regarding the requested information.
- 4.4 ORGANIZATION shall, at the request of the District, make Data available, including any pupil-generated content, in a readily accessible format. Pupil-generated content means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.
- 4.5 ORGANIZATION may employ third parties to assist with the performance of the services; however, ORGANIZATION is solely responsible for ensuring that any third party performing services under the Agreement is bound by the obligations of confidentiality and assignment provided herein. ORGANIZATION shall pay all fees, wages, salaries, and other amounts due to any third party in connection with ORGANIZATION's performance of its obligations under the Agreement, if any, and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters. ORGANIZATION shall either: (1) enter into written agreements with all subprocessors performing functions pursuant to the service provided under **Exhibit C**, such that the subprocessors agree to protect Data in a manner the same as or better than as provided pursuant to the terms of this Agreement; or (2) INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL THIRD PARTY CLAIMS, LOSSES, SUITS, OR LIABILITY INCLUDING ATTORNEYS' FEES FOR DAMAGES OR COSTS RESULTING FROM THE ACTS OR OMISSIONS OF ITS SUBPROCESSORS. ORGANIZATION shall periodically conduct or review compliance monitoring and assessments of Subprocessors

to determine their compliance with this Agreement. All Subprocessors used by the ORGANIZATION to perform functions pursuant to the Services agreement shall be identified in **Exhibit D**, attached hereto.

- 4.6 Each Party understands that both Parties are subject to and will comply with the Texas Public Information Act (Chapter 552, Texas Government Code). Each party understands and agrees that information, documentation, and other material in connection with this Agreement may be subject to public disclosure.

5. METHOD OF DATA COLLECTION, USE, AND TRANSFER

- 5.1 ORGANIZATION will only collect Data as necessary to fulfill its duties and services under this Agreement.
- 5.2 ORGANIZATION will use Data only for the purpose of fulfilling its duties, providing services, and improving its services under this Agreement.
- 5.3 The ORGANIZATION and its agents will establish specific safeguards to assure the confidentiality and security of PII. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of PII. ORGANIZATION shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- 5.4 ORGANIZATION must maintain reasonable administrative, technical, and physical safeguards designed to protect the confidentiality of information transmitted online, including but not limited to encryption, firewalls, and Secure Sockets Layer (SSL). All of the ORGANIZATION's personnel handling Data must be trained by ORGANIZATION on information security. ORGANIZATION's information security policy must require that all personnel who come into contact with District Data receive training on the proper techniques for handling such Data. If applicable to the services provided by ORGANIZATION, ORGANIZATION must implement policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of data, including the Payment Card Industry Security Standards (PCI-DSS). ORGANIZATION shall further detail its security programs and measures in **Exhibit D**.
- 5.5 ORGANIZATION shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
- 5.6 ORGANIZATION shall also have a written incident response plan, which shall include but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data that is in ORGANIZATION's possession. ORGANIZATION agrees to share this incident response plan, or an executive summary of such a plan, upon request.
- 5.7 ORGANIZATION is prohibited from using or selling Data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by ORGANIZATION; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose other than providing the Services to the District. This subsection does not prohibit ORGANIZATION from generating

legitimate personalized learning recommendations.

- 5.8 ORGANIZATION is prohibited from mining Data for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to District students or their parents, or to District employees, is prohibited. Data mining is defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.
- 5.9 To affect the transfer of Data and to ensure that the required confidentiality of PII shall always be maintained, both Parties agree:
- 5.9.1 To comply in all respects with the provisions of the Family Educational Rights to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Texas law as they apply to PII. Parties will notify each other in writing in the event of a security breach of any measures to keep confidential the PII received pursuant to this Agreement. Parties will also make all reasonable efforts to cure any such security breach and to prevent further security breaches, and inform each other of such efforts. Nothing in this Agreement shall be construed to allow Parties to maintain, use, disclose, or share PII received pursuant to this Agreement in a manner prohibited by any federal or Texas laws or regulations. ORGANIZATION shall not provide any PII obtained under this Agreement to any entity or person ineligible to receive PII protected by FERPA, or prohibited from receiving PII from any entity by virtue of a finding under 34 CFR Subpart E. If applicable, depending on the Services provided by ORGANIZATION, the Parties will also comply with the provision of the Health Insurance Portability and Accountability Act (“HIPAA”).
- 5.9.2 That for purposes of this Agreement and for ensuring Parties’ compliance with the terms of this Agreement and all applicable local and federal laws, ORGANIZATION shall provide the name and contact information of the ORGANIZATION’s Security Contact on **Exhibit D**. The District may direct security concerns and questions to the Security Contact identified on **Exhibit D**.
- 5.9.3 Publications and reports of Data and information related to that Data, including preliminary project descriptions and draft reports, if any, shall involve only De-Identified Information and no PII that could lead to the identification of any individual student and/or person.
- 5.9.4 If applicable to the Services, the Parties have the right, to present, publish, or use the Data that they have gained in the course of research conducted under this Agreement, if any, but ORGANIZATION may only present, publish, and use the Data in an aggregated form, converted to De-Identified Information, with no PII included. ORGANIZATION may share De-Identified Information with the other Party’s partners who have executed a written confidentiality agreement with ORGANIZATION, agreeing not to share or disseminate such Data provided by ORGANIZATION. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided for by District and all state and federal laws have been complied with.
- 5.9.5 If the purpose of this Agreement, as provided in **Exhibit C**, is to conduct research,

ORGANIZATION certifies and agrees that it will use Data shared under this Agreement for no purpose other than to meet the objectives of the research study specified under this Agreement. If applicable to the Services, ORGANIZATION is not authorized to continue research using the PII obtained under this Agreement upon the termination of this Agreement.

- 5.9.6 If applicable, ORGANIZATION agrees to provide to FWISD any proposed publications or presentations, which are to make public any findings, data, or results related to FWISD (collectively “Publications”) for FWISD’s review, comment, and approval at least fourteen (14) days prior to the proposed publication date. Lack of response by FWISD to ORGANIZATION by the proposed publication date will be considered approval of the Publications as presented. If there are no changes to the Publications, only changes to the layout and design of the Publications, then the fourteen (14) day approval is waived. FWISD shall confirm in writing if only changes to the layout and design of Publications are required. ORGANIZATION will provide FWISD with one electronic copy of the final versions of all reports and other documents, if any, associated with this Agreement.
- 5.10 The Parties shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the Parties shall establish and implement at least the following minimum physical, electronic, and managerial safeguards designed for maintaining the confidentiality of PII provided by each Party pursuant to this Agreement:
 - 5.10.1 Access to the PII provided by the Parties will be restricted to only those authorized staff, officials, and agents of the Parties who need it to perform their official duties in the performance of the work requiring access to the PII as detailed in this Agreement.
 - 5.10.2 The Parties will store the PII in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 - 5.10.3 The Parties will protect PII in a manner that prevents unauthorized persons from retrieving the PII by means of a computer, remote terminal, or other means.
- 5.11 If ORGANIZATION seeks to conduct a survey of students, ORGANIZATION acknowledges that all student surveys will be in compliance with the requirements of the Protection of Pupil Rights Amendment (PPRA). Any applicable survey conducted by ORGANIZATION must be conducted in collaboration with and with prior written consent from the District. In the event that any Department of Education funding is used for this program or services, prior written parental consent will be obtained before surveying a student on any of the following topics: (a) Political affiliations; (b) Mental and psychological problems potentially embarrassing to the student and his/her family; (c) Sex behavior and attitudes; (d) Illegal, anti-social, self-incriminating and demeaning behavior; (e) Critical appraisals of other individuals with whom respondents have close family relationships; (f) Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or (g) Religious practices, affiliations, or beliefs of the student or parents; or (h) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program); or (i) any future amendment expanding the protected categories to the PPRA.

5.11.1 If ORGANIZATION seeks to conduct such a survey under this Subsection 5.11, ORGANIZATION will provide parents/guardians with the opportunity to inspect the survey created by ORGANIZATION before the survey is administered or distributed to the student(s), regardless of the funding source.

5.12 ORGANIZATION agrees to maintain backup copies, backed up on a frequent basis, of Data in case of ORGANIZATION's system failure or any other unforeseen event resulting in loss of any portion of the Data.

6. DATA DESTRUCTION, DELETION, OR RETURN

6.1 ORGANIZATION will dispose of, destroy, delete, or return to FWISD all files and hard copy records that contain FWISD Data and purge any copies of such Data from its computer system:

6.1.1 Immediately upon termination of this Agreement, either by expiration or as provided herein; or

6.1.2 Within ten (10) business days after the Data is no longer needed for the purposes stated in this Agreement.

6.1.3 If requested, a Party shall provide to the other Party an affidavit confirming the destruction and/or return of Data within ten (10) business days of such request.

6.2 ORGANIZATION will ensure that all Data in the possession of any subcontractors, subprocessors, or agents to which the ORGANIZATION may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data is no longer needed for the specific purpose or at the termination of this Agreement.

6.3 ORGANIZATION shall certify to the District in writing that all copies of the Data stored in any manner by ORGANIZATION have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high-level formatting operations.

7. CONFIDENTIALITY

7.1 The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of PII in education records. The Parties agree that ORGANIZATION is a "school official" under FERPA and has a legitimate educational interest in PII from education records because ORGANIZATION: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and re-disclosure of PII from education records.

7.2 All Data accessed or used by the ORGANIZATION shall at all times be treated as confidential by the ORGANIZATION and shall not be copied, used, or disclosed by the

ORGANIZATION for any purpose not related to providing services to the District or as authorized in this Agreement. ORGANIZATION recognizes that PII is protected against disclosure by Federal and State Statutes and Regulations, and ORGANIZATION agrees to comply with said restrictions. Any publication or dissemination of Data by the Parties needs to be converted to De-identified Information as further outlined in this Agreement. The Parties shall not re-disclose PII in any way that causes a breach of confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.

- 7.3 The Parties expect and anticipate that ORGANIZATION may receive PII in education records from the District only as an incident of service or training that ORGANIZATION provides to the District. ORGANIZATION shall be permitted to use any such PII in education records as a function of performing its duties and obligations. ORGANIZATION represents that it shall not use or further disclose any PII in education records other than as a function of performing its duties and obligations.
- 7.4 To the extent that both Parties will come into possession of student records and information, and to the extent that both Parties will be involved in the survey, analysis, or evaluation of students incident to this Agreement, both Parties agree to strictly comply with all the applicable requirements of the FERPA, the Children's Online Privacy Protection Act (COPPA), and the Protection of Pupil Rights Amendment ("PPRA").
- 7.5 That ORGANIZATION shall put procedures in place to safeguard the confidentiality and integrity of PII, to place limitations on its use, and to maintain compliance with applicable privacy laws. ORGANIZATION shall require all of its employees, contractors, and agents with access to FWISD PII to comply with this Agreement and all applicable provisions of FERPA and other laws with respect to the PII shared under this Agreement.
- 7.6 The PII collected and shared is confidential. ORGANIZATION will not disclose Data produced under this Agreement in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors, and agents of the Parties. Parties and persons participating on behalf of ORGANIZATION shall neither disclose nor otherwise release data and reports relating to any student nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group.

8. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PII

- 8.1 TO THE EXTENT PERMITTED UNDER TEXAS LAW, THE ORGANIZATION SHALL BE RESPONSIBLE FOR DAMAGES ATTRIBUTABLE TO A THIRD PARTY CAUSED BY THE IMPROPER DISCLOSURE OF PII TO THE EXTENT CAUSED BY THE CONDUCT OF THE ORGANIZATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS. THE ORGANIZATION AGREES TO INDEMNIFY FWISD AND HOLD FWISD HARMLESS FOR ANY DAMAGES ATTRIBUTABLE TO A THIRD PARTY CAUSED BY THE IMPROPER DISCLOSURE OF PII, TO THE EXTENT CAUSED BY THE CONDUCT OF THE ORGANIZATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS, AND TO DEFEND FWISD AGAINST SUCH CLAIMS FOR DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ORGANIZATION'S OBLIGATION HEREUNDER TO INDEMNIFY AND HOLD HARMLESS FWISD IS ONLY TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS,

AND ONLY TO THE EXTENT THE TEXAS LEGISLATURE WAIVES ORGANIZATION'S EXISTING IMMUNITY. NOTHING IN THIS INDEMNIFICATION PROVISION REQUIRES THAT THE ORGANIZATION INCUR ANY DEBT, ASSESS OR COLLECT FUNDS, OR CREATE A SINKING FUND.

- 8.2 The Parties agree that the terms and requirements in this Section and Subsection 4.5 shall survive the expiration of the term of this Agreement.

9. ASSURANCES AND NOTIFICATIONS

- 9.1 By signing this Agreement, each Party represents to the other Party that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Texas law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of the Party or its officers or employees have caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, the violating Party shall promptly notify the other Party.
- 9.2 ORGANIZATION shall notify FWISD promptly in writing if ORGANIZATION determines, or knows, that PII has been improperly disclosed to ORGANIZATION personnel, an entity with whom ORGANIZATION contracts, or to any other third party who does not have a legitimate interest in the PII under this Agreement. ORGANIZATION shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible (Tex. Bus. & Com. Code § 521.001-152).
- 9.3 ORGANIZATION, unless otherwise prohibited by law, shall promptly notify FWISD if ORGANIZATION determines or knows if a court of law, administrative agency, hearing officer, or similar decision-maker determines that ORGANIZATION has improperly disclosed PII that ORGANIZATION obtained from FWISD. The Parties agree that this notification requirement all survive the expiration of the term of this Agreement and for as long as ORGANIZATION has access to FWISD PII.
- 9.4 When ORGANIZATION reasonably suspects and/or becomes aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, ORGANIZATION shall notify the District within 48 hours. The ORGANIZATION shall take immediate steps to limit and mitigate the damage of such security breach(es) to the greatest extent possible. If the incident involves criminal intent, then the ORGANIZATION will follow the directions from the law enforcement agencies involved in the case.
- 9.4.1 The security breach notification to the District shall be written in plain language, and address the following: (a) a list of the types of personal information that were or are reasonably believed to have been the subject of a breach; and (b) a description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and whether the notification was delayed as a result of a law enforcement investigation.
- 9.4.2 ORGANIZATION agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation.

- 9.4.3 In the event of a Data breach or unauthorized disclosure, the ORGANIZATION shall cooperate fully with the District, including, but not limited to, providing appropriate notification to individuals impacted by the breach or disclosure as required by law. ORGANIZATION agrees to pay for all costs incurred in the investigation and remediation of any security breach caused in whole or in part by ORGANIZATION or ORGANIZATION's subprocessors, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if PII exposed during the breach could be used to commit financial identity theft.
- 9.4.4 The ORGANIZATION's obligations under this Subsection 9.4 shall survive termination of this Agreement and Service agreement until all Data has been returned and/or securely destroyed.

10. NOTIFICATION OF AMENDMENTS TO POLICIES

- 10.1 ORGANIZATION shall not modify the methods or purposes for collecting, using, or sharing Data under this Agreement without providing written notice to and obtaining the prior written consent of the District.
- 10.2 ORGANIZATION shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. The District reserves the right to terminate this Agreement with ORGANIZATION, without penalty, by providing written notice within thirty (30) days of receipt of the proposed amendments.
- 10.3 The terms and conditions in this Agreement will govern if there is a conflict between the terms or conditions listed in this Agreement and any terms or conditions listed in any applicable Terms of Use, Privacy Policy, and/or any similar policies/procedures of ORGANIZATION.

11. NOTICES

The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification, amendment, extension, or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals, with additional copies to:

For the District:

Fort Worth Independent School District
Attn: CIO, Division of Technology
Address: Fort Worth Independent School District
7060 Camp Bowie West Blvd., Ste. 1055
Fort Worth, TX 76116
Email: ITBusinessServices@fwisd.org

With a copy to:

Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
7060 Camp Bowie West Blvd.
Fort Worth, TX 76116
legalservices@fwisd.org

For the ORGANIZATION: See the Introductory Paragraph on page 1 of this Agreement.

12. RIGHT TO AUDIT

- 12.1 The District, through its employees or agents, shall have the right to audit ORGANIZATION's compliance with this Agreement. Such audits shall be limited to records and documents directly related to this Agreement and verifying compliance with its terms and obligations.
- 12.2 The District will provide ORGANIZATION with at least ten (10) business days' written notice before conducting an audit. ORGANIZATION shall fully cooperate by providing reasonable access to relevant personnel, documentation, and information. Audits will be conducted during normal business hours, and both Parties will ensure that the audit is performed in a manner that minimizes disruption to ORGANIZATION's operations.
- 12.3 All information obtained during the audit shall be treated as confidential and used solely to verify compliance with this Agreement. The District agrees not to disclose such information to third parties, except when required by law.
- 12.4 The District shall bear all costs and expenses associated with the audit, which will be limited to one audit per calendar year. The District may request an additional audit if a material concern is identified.

13. INSURANCE PROVISIONS

- 13.1 ORGANIZATION and FWISD expressly acknowledge that both entities are governmental entities of the State of Texas and possess sovereign or governmental immunity as provided by the Texas Constitution and Texas law. Nothing in this Clause or any associated agreement shall be construed as a waiver of sovereign or governmental immunity, a consent to suit, or an assumption of liability beyond that permitted by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code. All claims, if any, against either party shall be governed exclusively by the Texas Tort Claims Act and applicable Texas law.
- 13.2 ORGANIZATION shall comply with all applicable state and federal privacy and data-protection laws, regulations, and standards, including but not limited to the Texas Identity Theft Enforcement and Protection Act (Texas Business & Commerce Code Chapter 521), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, if applicable, and any other state or federal laws governing the safeguarding, confidentiality, security, notification, or handling of protected, confidential, or sensitive personal information.
- 13.3 To the extent permitted by law, ORGANIZATION acknowledges and agrees that if a data breach, unauthorized disclosure, or information security incident involving protected or confidential data arises from or is attributable to ORGANIZATION systems, networks, personnel, contractors, vendors, or failure to comply with applicable privacy laws, ORGANIZATION shall be solely responsible for financing and paying, from its own funds or applicable insurance coverage, all costs associated with regulatory compliance and enforcement. Such costs may include, without limitation, civil penalties, administrative fines, statutory assessments, corrective action plan expenses, monitoring requirements, audit costs, or other financial obligations imposed by the **Texas Attorney General or any federal regulatory agency, including the U.S. Department of Health and Human Services Office for Civil Rights.**
- 13.4 Nothing aforementioned, shall be construed to require FWISD to assume, reimburse,

indemnify, or otherwise bear responsibility for any regulatory fine, penalty, assessment, or enforcement action arising under state or federal privacy laws that is attributable to ORGANIZATION systems, operations, personnel, or vendors

14. MISCELLANEOUS TERMS

- 14.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability or commit the other to any contractual, legal, or financial obligations without prior written consent.
- 14.2 Neither the District nor ORGANIZATION shall use the other Party's name, trademarks, or other logos, or the names of any individuals involved in the Agreement, in any publication or public presentation without the prior written consent of such other Party, except as required by law.
- 14.3 No alteration, cancellation, variation, or addition to this Agreement shall be effective unless in writing as an amendment or addendum, signed by both Parties or their authorized representatives.
- 14.4 This document contains the entire agreement between the Parties and supersedes any prior and contemporaneous oral or written agreements between the Parties. Neither Party shall be bound by any undertaking, representation, or warranty not recorded herein or added hereto without the consent of the Parties. This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.
- 14.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
- 14.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- 14.7 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect.
- 14.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any other attempted assignment or transfer without such consent shall be void and of no effect.
- 14.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
- 14.10 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of an exclusive relationship between ORGANIZATION and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or

similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.

- 14.11 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.
- 14.12 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.
- 14.13 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas. Any legal action arising out of or relating to the Agreement shall be brought only in the state or federal courts located in Tarrant County, Texas, and the Parties irrevocably consent to the jurisdiction and venue of such courts.
- 14.14 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- 14.15 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.
- 14.16 THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO EACH PARTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE EITHER PARTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.
- 14.17 Throughout the term this Agreement, both Parties must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Each Party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

15. SIGNATURE CLAUSE

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and ORGANIZATION signify that each Party understands and will comply with the conditions stated above. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

Tarrant County Juvenile Services

By: _____

Name: Riley Shaw

Title: Director of Juvenile Services

Date:

TARRANT COUNTY JUVENILE BOARD:

BY: _____

NAME: Alex Kim, Judge 323rd District Court

TITLE/ENTITY: Juvenile Board Chair

DATE:

Fort Worth Independent School District

By: _____

Name:

Title:

Date:

Approved as to Form:

Fort Worth ISD Legal Counsel

TARRANT COUNTY, TEXAS:

BY: Separate Electronic Signature Page

NAME: Tim O'Hare

TITLE/ENTITY: Tarrant County Judge

DATE: _____

APPROVED AS TO FORM:

BY: Separate Electronic Signature Page

NAME: James Marvin Nichols

TITLE/ENTITY: Criminal District Attorney's Office*

DATE: 04/28/2026

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Exhibit A

Survey Disclosure, Data Overview, and Specific Data Requested

Survey Disclosure: ORGANIZATION should disclose any plans to conduct any surveys as part of the services provided under this Agreement or through the ORGANIZATION's normal operations that may impact the District's data, personnel, or end users.

- ☒ ORGANIZATION **WILL NOT** conduct any surveys as part of the Services.
- ☐ ORGANIZATION **WILL** conduct survey(s) as part of the Services, and ORGANIZATION agrees that such surveys will be in compliance with Subsection 5.11 of the Agreement. [**Note:** If ORGANIZATION answers that it will conduct surveys, this Agreement needs to be routed to School Leadership for approval.]

Instructions: ORGANIZATION should identify if District Data is collected to provide the described services. If District Data is collected to provide the described services, list the required fields or indicate that a separate document is attached.

- ☐ ORGANIZATION **DOES NOT** collect District Data to provide the described services.
- ☒ ORGANIZATION **DOES** collect District Data to provide the described services.

Table 1: Data Overview

School Years of Data Requested	2026-2027
Students Included	JJAEP enrollment 2026-2027 collection
Timeframe for Collection	2026-2027 school year
Other	N/A

Table 2: Data Requested

Student Data

Data Type	Data Details
Student Identifiers	Student identifiers are established by JJAEP Tarrant County prior to becoming a FWISD student.
Static Student Demographics	Demographics are established by JJAEP Tarrant County prior to being a FWISD student.
Student Academics	Student academics include report cards and progress reports
Student Attendance and Referrals	N/A
Other	N/A

Non-Student Data

Data Type	Data Details
	Data Detail

Exhibit B

Data Sharing Process

Instructions: Please specify the data-sharing method that will be utilized and describe the specific data-sharing process below.

Fort Worth Independent School District will utilize a secure solution for single sign-on and rostering or other secure methods of data transfer. The District will roster data in bulk directly from the District to mirror the District's SIS rosters. The District requires support for the following single sign-on methods at no additional charge to the District.

- Method One: OneRoster through Classlink (District's Preferred Method)
- Method Two: SAML or modern authentication methods
- Method Three: LTI (learning tools interoperability)

Describe the secure rostering process that will be used to transmit the data below. If the services provided to the District do not call for digital integration, describe how the requested data will be securely transferred.

Data will be shared ad hoc via SharePoint to a select and identified number of staff from FWISD and vendor.

Exhibit C

Quote, Scope of Work, Response to Request for Proposal/Qualifications

Instructions: Please insert the applicable Quote, Scope of Work, or RFP below and/or describe the services that will be provided by ORGANIZATION to the District. Any additional terms or conditions included in this **Exhibit C** attached hereto shall have no force or effect, and the sole purpose of such **Exhibit C** is to identify the specific services that ORGANIZATION will provide to the District that necessitate the sharing of Data.

Provide general classroom management/student conduct support (Organization will manage serious student misconduct that includes but is not limited to physical aggression, verbal aggression, and/or conduct that creates a safety concern). Establish and maintain a safe, orderly, and welcoming learning space/classroom for children and youth.

- ☐ The ORGANIZATION is requesting data for multiple programs and platforms. A list of the applicable programs/platforms covered under this Agreement is included below:

Exhibit D

Data Security

ORGANIZATION's Security Contact Information:

Named Security Contact: Jesus Reyes

Email of Security Contact: JReyes@tarrantcountytx.gov

Phone Number of Security Contact: 682-683-5022

List of ORGANIZATION's Subprocessors:

List Subprocessors or indicate that a separate document is attached.

N/A

Additional Data Security Measures:

Please list Security Measures or indicate that a separate document is attached.

N/A

Acknowledgment of Cyber Liability and Technology Errors and Omissions Insurance Requirements:

- ☐ By checking this box, the ORGANIZATION hereby acknowledges and agrees to the Cyber Liability and Technology Errors and Omissions Insurance requirements set forth in Section 13 of this Agreement. The ORGANIZATION confirms that it has read, understands, and shall maintain, at its own expense, the specified insurance coverage throughout the duration of this Agreement, including any extensions or renewals. The ORGANIZATION further agrees to furnish satisfactory evidence of such coverage upon request and to notify the District promptly of any material changes, cancellation, or non-renewal of said insurance. Failure to comply with these requirements shall constitute a material breach of this Agreement.

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Separate Electronic Signature Page
District Attorney's Office*

*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

Attachment “A”

**JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
IN TARRANT COUNTY
MEMORANDUM OF UNDERSTANDING**

Term of Agreement: August 1, 2026 – July 31, 2027

**TARRANT COUNTY JUVENILE BOARD
TARRANT COUNTY JUVENILE SERVICES
TARRANT COUNTY PUBLIC SCHOOL DISTRICTS
TARRANT COUNTY JUVENILE COURT**

This memorandum of understanding (MOU) is entered into pursuant to Chapter 37, Texas Education Code, by and between certain Texas public school districts in Tarrant County (“Districts”), as indicated by the signatures of their representatives to this Memorandum hereinbelow and Tarrant County, a political subdivision of the State of Texas (the “County”), acting through Tarrant County Juvenile Services (“TCJS”) and the Juvenile Board of Tarrant County.

WHEREAS, Tarrant County, Texas, has a population greater than 125,000, and therefore, the Tarrant County Juvenile Board is required to develop a Juvenile Justice Alternative Education Program (JJAEP) subject to the approval of the Texas Juvenile Justice Department; and

WHEREAS, the Districts of Tarrant County desire to participate in and positively support the Program.

NOW, THEREFORE, the Districts and the Juvenile Board, in consideration of the recitals set forth above and the terms, covenants, and conditions set forth herein, agree as follows:

1. **Subject of Agreement:** The Juvenile Board, in cooperation with the Districts, will provide the juvenile justice alternative educational programming as specified in Chapter 37, Texas Education Code, either through the direct provision of services or through a contractual agreement with an education provider. The programming will be managed by Tarrant County Juvenile Services (“TCJS”), subject to the oversight of the Juvenile Board. TCJS and its authorized representatives and employees shall be the contact points for the Districts regarding all JJAEP matters.
2. **School Districts:** The Juvenile Board will offer JJAEP services for the benefit of any school district located, in whole or in part, in Tarrant County, Texas, for students of the district who reside in Tarrant County or whose managing conservator, joint managing conservator, or possessory conservator reside in Tarrant County. The Districts include:

Arlington
Azle
Birdville
Burleson
Carroll
Castleberry
Crowley
Eagle Mountain-Saginaw
Everman

Fort Worth
Grapevine-Colleyville
Hurst Euless Bedford
Keller
Kennedale
Lake Worth
Mansfield
Northwest
White Settlement

3. **Location:** The JJAEP will be provided in a facility operated and maintained by Tarrant County, Texas, or through a contractual agreement with an education provider. Facilities must comply with all applicable federal, state, county, and city regulations.

4. **Eligibility and Enrollment:**

- A. Texas Education Code, Chapter 37.010(a) requires that every expelled student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. The JJAEP will provide services to students expelled under the mandatory expulsion criteria in Chapter 37.007(a), (d), or (e), or who are ordered to attend the JJAEP by the Juvenile Court.
- B. The JJAEP will also provide services to students in grade levels 6th – 12th or ages 12 – 17 expelled under the discretionary expulsion criteria in Chapter 37.007(b), (c), or (f), and who are referred to the JJAEP by a District. Discretionary referrals will be accepted on an as-space-is-available basis.
- C. Each District will provide the Director of TCJS with a viable estimate of the number of projected discretionary student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year. (Attachment A)
- D. The Juvenile Board will provide JJAEP services to expelled students who are less than eighteen (18) years of age. Students who are referred, who are eighteen (18) years of age or older, will be reviewed for admission on an individual basis and will be admitted or denied at the sole discretion of the Director of TCJS. The JJAEP will be required to begin enrollment proceedings within two (2) working days of receipt of referral, and the student will attend the JJAEP within five (5) working days of the initiation of enrollment proceedings. Upon expulsion to JJAEP, parents electing to place their child in a private or home school will provide private school information or home school curriculum information to the JJAEP Probation Officer. The Probation Officer will review the terms of the expulsion order and all applicable terms of probation. If the District Court does not intervene by ordering this student to attend the JJAEP, then TCJS will notify the District Liaison of the parents' decision to place their child in a private or home school.
- E. Eligibility for enrollment at the JJAEP is also determined by service capacity. The JJAEP will serve no more than a maximum of a hundred (100) students each day that school is in session. Upon reaching maximum capacity at the JJAEP, the Districts will serve any additional expelled students within their respective Districts until space becomes available at the JJAEP. Priority for eligibility for enrollment at the JJAEP once maximum capacity is reached will be on a first-come, first-served basis, determined by the date and time of the receipt by the JJAEP of the individual referral.

5. **Referral:** If a student is expelled under the mandatory or discretionary expulsions provisions, the referral to TCJS requires a law enforcement report. If a student is removed to the JJAEP under the registered sex offender provision, the referral to TCJS requires official documentation of this registration. All referrals should be completed on the "Independent School District Removal and Expulsion Notification to Tarrant County Juvenile Services" form with the following attachments: expulsion order, sending school withdrawal form with grades, recent report card, TEA withdrawal form, status of LEP if applicable and any accompanying documentation regarding testing exemptions, high school transcript, TAKS/STAAR/EOC test profile sheet, recent TAKS/STAAR/EOC scores, graduation plan, birth certificate, social security, immunization record, special education records including recent admission review and dismissal (ARD) report, manifestation determination (ARD), individual education plan (IEP), modifications necessary for success in general education program, 504 C documents, and psychological assessment.

6. **Reimbursement:**
- A. From August 1, 2026 to July 31, 2027, the Juvenile Board will provide an alternative education program for expelled students who meet the criteria of Chapter 37, Section 37.007(a), (d), or (e), as outlined by the Texas Juvenile Justice Department. The state will pay \$86.00 a day for each day of attendance.
 - B. Each District that refers a student expelled under Chapter 37.007(b), (c), or (f) or removed under 37.309 will pay \$129.00 a day for every day of attendance. In the event of school closure, due to severe community health issues, disaster, flood, or extreme weather conditions, said District will pay \$125 a day during any such closure for up to five (5) school calendar days. Payments will be made within thirty (30) days of receipt of an invoice from TCJS. Districts placing discretionary students in the JJAEP agree up to a 180-day regular school year, and up to a 35-day summer school program.
7. **Due Process:** Students who are expelled from the school district setting will be afforded due process within the respective District as provided by District policy and federal and state law.
8. **Notice:**
- A. For purposes of this Agreement and pursuant to the Texas Family Code, Section 52.041(e), notice by a school district of an expulsion must be provided to Tarrant County Juvenile Services, 3131 Sanguinet, Fort Worth, Texas 76107, within two (2) working days of the expulsion order. Failure to timely notify Juvenile Services will result in the District's duty to compel the student to continue attending the District's educational program, which will be provided to that student until such time as the notification to Juvenile Services is properly made.
 - B. Juvenile Services will provide notification to Districts of action taken regarding expulsion referrals within two (2) working days of the disposition of those cases identified in accordance with Texas Family Code, Section 52.041(d).
9. **Placement Term:** For each student expelled under mandatory and discretionary expulsion criteria, who is placed in the JJAEP by a District or TCJS, the minimum term of such placement will be coterminous with the term of the student's expulsion from school. The minimum placement in JJAEP will be sixty (60) successful days of attendance and appropriate behavior. The maximum placement shall be twelve (12) months and is reserved only for firearms offenses. The JJAEP may offer incentives for positive behavior, which may include up to a twenty (20) day reduction in the expulsion term. District expulsion orders will require the student to successfully complete all program requirements of the JJAEP. A weekly attendance progress record will be provided to the Districts. For each student expelled under the mandatory expulsion criteria who is placed at the JJAEP, the Juvenile Court will consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. Upon the student meeting all expulsion and Court requirements or the JJAEP receiving official documentation that the Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the District of residence. The student's assignment at the District of residence will be within the sole discretion of the district of residence.
10. **District Liaison:** The District will appoint a person to coordinate referral and transition services and communications related to the intake, educational programming, and the transition back to the District for students who have fulfilled all conditions of expulsion and/or court-ordered placement at the JJAEP.
-

11. **Transportation:** Transportation of students to the JJAEP is the responsibility of the student and/or their parents. Special Education students' transportation to the JJAEP (as a related service) will be reviewed by the District ARD committee prior to placement and may be provided as determined by District policy. In circumstances where transportation services are provided by the JJAEP, the District will provide a designated, supervised pick-up and drop-off point for JJAEP students from their District. Tarrant County shall be reimbursed for appropriate transportation expenses as provided by law. The reimbursement terms shall be negotiated by the Board, or its representative, and all applicable Districts, individually or collectively, as appropriate.
 12. **Instructional Program:** The JJAEP will provide instruction in English Language Arts, Math, Science, Social Studies, and self-discipline.
 13. **Academic Progress Review:** The JJAEP will ensure a review of the student's academic progress with each enrolled student and with the student's parent/guardian at every JJAEP grade reporting period (not to exceed six (6) weeks), and at discharge.
 14. **Graduation Plan:** The District and JJAEP will ensure the development of a specific graduation plan for each enrolled high school student. The JJAEP will review a student's progress toward meeting high school graduation requirements at the end of every semester. The District will consider work completed and/or course credit earned in the JJAEP as credit earned at a District school.
 15. **Special Education/ESL/504 Services:**
 - A. The JJAEP must be notified in writing and invited to participate in all ARD committee meetings scheduled to consider placement at the JJAEP for a special education student. The District Liaison is responsible for notifying all parties involved. Prior to the ARD, the District will contact the JJAEP Coordinator of Educational Services to discuss the student transition plan. Students with disabilities who are placed in the JJAEP will be afforded education services determined by a duly constituted ARD committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State laws. Both those educational and non-educational services to be provided in accordance with the student's IEP, which are not statutorily required to be provided by the JJAEP, will be provided by the District. The District will be responsible for annual ARDs, three-year re-evaluation ARDs, and assessments.
 - B. The JJAEP provider may request in writing to the District Liaison the evaluation of a JJAEP student to review or determine the need for special education and related services. The District will prioritize these requests.
 - C. The JJAEP, in collaboration with the sending District, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL/LEP services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). Documentation of the LPAC determinations will be provided and maintained by the sending Districts.
 - D. The JJAEP must be notified, in writing, at the time of referral, of all students who require 504 accommodations. The JJAEP will provide 504 accommodations as indicated and in conjunction with the sending District.
 16. **Transition Process:** In anticipation that a student is going to meet the District expulsion order and Court requirements, the JJAEP will contact the District Liaison 7-10 days prior to the anticipated release date to determine the student's placement upon return. The JJAEP will complete the exit packet and coordinate the student's transition with the parent and receiving school.
-

17. **Student Codes of Conduct:** The Juvenile Board will ensure the development and adoption of a Student Code of Conduct for students enrolled in the JJAEP. In order to facilitate student transition planning, the District will file with the Juvenile Board a copy of the District's approved Student Code of Conduct. The TEC 37.007(c) defines the serious misbehaviors for which a student may be placed in the JJAEP if the conduct occurs while the student is enrolled in the District's Alternative Education Program ("DAEP").
18. **Compulsory Attendance:** The JJAEP will enforce the compulsory attendance laws for students enrolled in the program. The JJAEP will notify the District Liaison when a student fails to enroll, and the District will enforce the compulsory attendance laws as to that student. The JJAEP will provide the District Liaison a preliminary JJAEP school calendar for the upcoming school year by August 1st each year.
19. **Term:** The term of this agreement will commence on the 1st day of August 2026 and will end on July 31, 2027.
20. **Disclosure of Interested Parties:** All signatures acknowledge that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

[Signature Page Follows]

Executed on the _____ day of _____, 2026.

_____ Independent School District Tarrant County

By: _____
Board of Trustees, President

By: _____
Juvenile Board, Chairman

Attest:

By: _____
Director, Juvenile Services

By: _____
Board of Trustees, Secretary

Recommended:

By: _____
Superintendent

Attachment A
JJAEP School Year Projections Report

The Memorandum of Understanding states:

Each District will provide the Director of TCJS a **viable** estimate of the number of projected **discretionary** student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year.

**Projected # of new discretionary referrals to the
JJAEP for the 2025/2026 School Year:**

Priority 1

of new discretionary Title 5 felonies and registered
sex offender referrals: _____

Priority 2

of other new discretionary referrals accompanied by
a felony, a class A or B misdemeanor law enforcement
report #: _____

Priority 3

of other new discretionary referrals, such as
serious misbehavior while in a DAEP: _____

**Projected # of discretionary student attendance
days to be utilized at the JJAEP for the 2026/2027
School Year:** _____

District

District Liaison Signature

Date

FWISD/Teaching Services Goals & Outcomes

Goals:

- Provide an instructional program that allows students to perform at grade level with a one year level of student academic progress in the areas of reading and math, for one year of instruction.

Outputs Measures:

- 1 Coordinator of Education Services
- 4 certified teachers provided
- 1 special education certified teacher provided
- 1 teacher aide, if necessary
- 4 core academic subjects, GED, Computer Lab, Character Education

Outcome Measures:

- Overall student progress is a minimum of ½ grade level per 90 day successful expulsion completion, as measured by the Iowa Test of Educational Achievement (IOWA) pre and post-testing
- Maintain a minimum of 85% successful program completion rate
- Achieve a minimum of 80% daily attendance rate

**MEMORANDUM OF UNDERSTANDING WITH
PARTICIPATING LOCAL GOVERNMENTS AND
TARRANT COUNTY
TO PARTICIPATE IN TECHSHARE LOCAL GOVERNMENT CORPORATION'S
TECHSHARE.JUVENILE PROGRAM**

**I.
PARTIES**

This Memorandum of Understanding ("MOU") is entered by and between the **Forest Hill Police Department** (the "Participating Local Government") and Tarrant County ("Tarrant County" or "County"), acting by and through their respective governing bodies, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and for the purpose of participation in the TechShare Local Government Corporation's Techshare.Juvenile Program ("TechShare.Juvenile"). Tarrant County and any and all other Participating Local Government(s) of the State of Texas adopting this MOU upon a formal order of their respective governing bodies as provided for herein may be referred to in this MOU individually as "Party" and collectively as "Parties."

**II.
RECITALS**

WHEREAS, Participating Local Government desires to enter into this MOU for participation in TechShare.Juvenile, an extended case management system that will allow participating agencies within Tarrant County to view juvenile information statewide;

WHEREAS, The Participating Local Government will have access to TechShare.Juvenile in order to file cases electronically, perform statewide juvenile record searches, and perform other functions as allowed by statutes and role based permissions;

WHEREAS, The Participating Local Government will be required to provide agency IP addresses in order to access TechShare.Juvenile. The basic equipment needed by the Participating Local Government is a firewall capable of supporting a minimum of 3DES or AES encryption capability and IPsec security protocols. The Participating Local Government must ensure that all personal computers used to access TechShare.Juvenile are updated and contain antivirus software. Further, the encryption standards must be compliant with the federal data encryption standard of FIPS-140-2. Additionally, a 3Mb circuit is recommended. Due to laws governing circuit location and the range of costs between providers, Participating Local Government should contact their telecommunication service provider to determine circuit costs.

NOW, THEREFORE, in consideration of the promises, inducements, covenants, agreements, conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participating Local Government and Tarrant County agree as follows:

**III.
PARTICIPATION BY ADDITIONAL PARTICIPATING LOCAL GOVERNMENTS**

Any local government may participate in this MOU with the signature of the designated authorized signer of this MOU. Each Party will be required to approve and agree to the terms and conditions of this MOU. The signed agreement of this MOU will be returned as notification and presented to the Juvenile Boards as well as Commissioner's Court.

IV. **DATA OWNERSHIP, ACCESS, SECURITY AND STORAGE**

- A. **Ownership.** It is the intention of the Parties that each Participating Local Government will remain the custodian and owner of its information and data that it created or submitted, unless expressly agreed in writing otherwise. The Parties acknowledge and agree that such information or data shall not be used by the Parties other than in connection with the performance of this MOU or as contemplated by the Parties under this MOU. Additionally, the Parties agree that the data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the other Parties, their employees, officers, agents, subcontractors, invitees, or assigns in any respect without the expressed written approval of the Participating Local Government that owns such data.
- B. **Interfaces.** Each Party is responsible for developing and maintaining its interfaces to TechShare.Juvenile. Participating Local Government will also be responsible for the cost of interface development and maintenance.
- C. **Security and Access of Data.**
- 1) Section 58.403, Texas Family Code, permits the cross-jurisdictional sharing of information related to juvenile offenders between authorized criminal and juvenile justice agencies and partner agencies.
 - 2) Each party is responsible for ensuring its employees and other persons accessing data within TechShare.Juvenile are authorized to do so, and will use such data only as is legally permitted.
 - 3) Participating Local Government and its representatives agree that the following terms and conditions apply regarding access to the confidential juvenile information and data maintained in TechShare.Juvenile:
 - a) Participating Local Government and its representatives shall acknowledge and agree that the purpose of access to the juvenile information and data is to perform juvenile justice system related functions.
 - b) Participating Local Government agrees that TechShare.Juvenile shall not be used for any personal purposes, including entertainment, personal business, or personal gain.
 - c) Participating Local Government understand that access to, and transmission

of, any data or material deemed to be a violation of any federal, state, or local law or agency administrative rules is prohibited.

- d) Participating Local Government shall not access or distribute any information that is deemed confidential pursuant to Chapter 58, Texas Family Code or other applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.

D. Confidential Information. As used in this MOU, the term "Confidential Information" means all information and specifications, designs, applications, operating systems, databases, communications and other computer software developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all products developed or derived therefrom, source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications, all of the above which relate to TechShare.Juvenile in the case of Confidential Information belonging to TechShare Local Government Corporation or Tarrant County. The County's confidential information includes, but is not limited to, data mapping from the County's Caseworker installation and the County's network configuration and related security specifications, and also includes, without limitation, information in tangible or intangible form relating to the coding or mapping of data from the County's legacy juvenile case management system, configuration specifications related to its network or computer systems on which the County's information services are performed and/or configuration specifications related to its implementation of Techshare.Juvenile. "Confidential Information" includes information in any form, whether written, electronic, or verbal. Additionally, the term "Confidential Information" shall include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by a Party or its Representatives that contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to the Party (the "Recipient Party") or its Representatives by another Party (the "Disclosing Party") under this MOU.

E. Survival. This Article IV shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

V.

TERM AND TERMINATION

The terms and conditions of this MOU shall be indefinite unless terminated by one of the Parties. This MOU may be terminated by either Party with a thirty (30) day written notice to the other Party.

VI.

WARRANTIES

MOU AMONG PARTICIPATING LOCAL GOVTS. FOR TECHSHARE.JUVENILE

No Party to this MOU warrants the availability, accuracy, quality, reliability or fitness for a particular purpose of any data or information made available under this MOU. Third party warranties or guarantees may inure to the benefit of the Parties to a particular Project if such are contractually secured as part of such Project; however, no Party to this MOU shall be held liable for a warranty or guarantee offered by a third party, if any. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty or merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by all Parties to this MOU to the maximum extent permitted by applicable law.

Survival. This Article VI shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

VII. NOTICE

Any and all notices to be given under this MOU by the Participating Local Government shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the Parties at the addresses set forth on the signatory pages below or to such other addresses designated in writing to all the Parties. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

VIII. AMENDMENT

This MOU may not be amended except in a written instrument specifically referring to this MOU and signed by the Parties hereto. Any modification, alteration, addition or deletion to the terms of this MOU which are required by changes in federal or state law are automatically incorporated herein without written amendment to this MOU and shall be effective on the date designated by said law.

IX. CURRENT REVENUE

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements required of each Party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this MOU, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues and resources available to each paying Party. The Parties hereby warrant that no debt is created by this MOU.

X. FISCAL FUNDING

The obligations of the Participating Local Government pursuant to this MOU are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this MOU without penalty in the event funds are not available or appropriated by giving the appropriate notice pursuant to Sections V and VII. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding, unless expressly agreed in writing by the Parties.

XI.
APPLICABLE LAW

This MOU shall be expressly subject to the participating Parties' sovereign immunity and other governmental immunity and all applicable federal and state law. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Tarrant County, Texas.

XII.
SEVERABILITY

In the event that one or more of the provisions contained in the MOU shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the MOU shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this MOU, which shall remain in force and effect.

XIII.
ASSIGNMENT

The Participating Local Government may not assign their respective rights and duties under this MOU without the prior written consent and/or approval of the remaining Parties, acting by and through their respective governing bodies, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent and/or approval by the remaining Parties shall be null and void.

Survival. This Article XIII shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

XIV.
ENTIRE AGREEMENT

This MOU, including any and all exhibits, attachments, and/or addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter herein between the Parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. Each Party acknowledges that the other Parties, or anyone acting on behalf of the other Parties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this MOU, expressly or by incorporation.

XV.
RESPONSIBILITIES

All Parties agree to be responsible for their own negligent acts or omissions, or other tortious conduct in the course of performance of this MOU without waiving any sovereign immunity, governmental immunity or other defenses available to the Parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this MOU caused by the joint or comparative negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

XVI.
CJIS COMPLIANCE

All Parties and their respective employees, agents, contractors, and subcontractors agree, warrant, and represent they shall be compliant with the Federal Bureau of Investigation Criminal Justice Information Security Policy version 5.1 pursuant to this MOU. Further, all Parties agree, warrant, and represent they are compliant with the Texas Department of Public Safety policies regarding access to Criminal Justice Information. Additionally, all Parties specifically agree to be responsible for their own individual ongoing compliance with regard to the Federal Bureau of Investigation Criminal Justice Information Security Policy and the Texas Department of Public Safety criminal justice information policies.

XVII.
SOVEREIGN IMMUNITY

This MOU is subject to Tarrant County's Sovereign Immunity and Tarrant County expressly does not waive any applicable local, State and federal rules and laws, including Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code. Further, the Parties acknowledge and agree Tarrant County does not have the ability under Article III, Section 49 and Article XI, Section 7 of the Texas Constitution to indemnify any party or third party damages pursuant to this MOU.

XVIII
EXECUTION OF AGREEMENT

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this MOU and of signature pages by electronic transmission shall constitute effective execution and delivery of this MOU as to the parties and may be used in lieu of the original MOU for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

[SIGNATORY PAGES SHALL FOLLOW]

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *MOU Among Participating Local Governments and Tarrant County for TechShare.Juvenile* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU.

TARRANT COUNTY

Separate Electronic Signature Page

Tim O'Hare
County Judge
100 East Weatherford, Fort Worth, Texas 76196

Judge Alex Kim Date
Juvenile Board Chairman
2701 Kimbo Road, Fort Worth, Texas 76111

APPROVED AS TO FORM:

Craig M. Green
Criminal District Attorney's Office*

*By law, the Tarrant County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

SIGNATORY PAGE

MOU AMONG PARTICIPATING LOCAL GOVTS. FOR TECHSHARE.JUVENILE

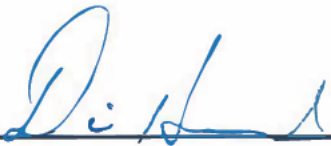
BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *MOU Among Participating Local Governments and Tarrant County for TechShare.Juvenile* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU.

FOREST HILL POLICE DEPARTMENT acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

COUNTY/CITY: TARRANT/FOREST HILL

AGENCY: FOREST HILL POLICE DEPARTMENT

BY: 

Name: DAVID HERNANDEZ

Title: POLICE CHIEF

Date: 11-6-2025

Address: 3336 HORTON RD
FOREST HILL TX, 76119

SIGNATORY PAGE

MOU AMONG PARTICIPATING LOCAL GOVTS. FOR TECHSHARE.JUVENILE

PASSED AND APPROVED on _____.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

**APPLICATION FOR JUVENILE COURT PUBLIC APPOINTMENT LIST
323RD FAMILY DISTRICT COURT OF TARRANT COUNTY**

It is required that you read the Tarrant County Juvenile Court Public Appointment List Guidelines before submitting this application.

Last Name: Hamrick First Name: Melissa DOB: [REDACTED]

State Bar Number: 24002221 Date Licensed to Practice Law: _____

Principal Business Address: 4025 Carolyn Road, Fort Worth, TX 76109

Mailing Address: 4025 Carolyn Road, Fort Worth, TX 76109

Email Address: homecurry@aol.com

Phones: Office: 817-312-5003 Mobile: [REDACTED]

Fax: 817-877-4145

Legal Experience: Attach a copy of your resume. *You may be required to provide documentation of level requirements.*

I have read the requirements for Juvenile Public Appointments and certify that I have met the qualifications as required for the following cases. Check all levels for which you are qualified and seek appointments:

- ☒ **Level One:** Conduct Indicating a Need for Supervision (CINS) and delinquent conduct, where commitment to the Texas Juvenile Justice Department is not an authorized disposition
- ☒ **Level Two:** Delinquent conduct and commitment to the Texas Juvenile Justice Department without a determinate sentence is an authorized disposition
- ☒ **Level Three:** Determinate Sentence and Certification Proceedings
- ☐ **Level Four:** Appeals. (Please attach or include in your resume any appellate experience)

General Qualifications: (check all that apply)

- ☒ I have read and certify that I meet all general qualification requirements including a functioning fax machine **and** an E-mail address, both available 24 hours a day.
- ☐ I have not actively received appointments in the Juvenile Court in excess of five years and need to attend the **orientation class** given by the Judge.
- ☐ I have not been licensed to practice law for a minimum of six months and would like to participate in the **mentoring program**.

Are you a member in good standing of the State Bar of Texas?
Are you a board certified juvenile or criminal law specialist?
Are you able to communicate with the deaf?
Are you able to speak Spanish fluently?
List any other second language(s) that you speak fluently.

Yes ☒ No ☐
Yes ☐ No ☒
Yes ☐ No ☒
Yes ☐ No ☒

If the answers to any of the following six questions are yes, attach a copy of any orders, opinions, sanctions, etc., that were issued in connection with the matter. You may attach a brief explanation if desired.

1. Have you ever been sanctioned by the State Bar Grievance Committee? Yes ☐ No ☒
2. Do you have an appeal pending of any State Bar sanction? Yes ☐ No ☒
3. Have you ever been sanctioned for failure to appear before a court? Yes ☐ No ☒
4. Have you ever been convicted of an offense other than a class C offense? Yes ☐ No ☒
5. Are you currently under indictment or charged with an offense other than a Class C Misdemeanor?
Yes ☐ No ☒
6. Has a Court ever found that you provided ineffective assistance of counsel? Yes ☐ No ☒

Required Attachments: Most recent Continuing Legal Education (CLE) reporting form (or if you have not practiced for sufficient time to have a CLE form, a list of CLE you have attended) which demonstrates the completion of six hours of juvenile law CLE within the past year.

I, Melissa Hamrick, the undersigned attorney, hereby state under oath that all of the above information is correct, that I have read and understand the qualifications set out in the Tarrant County Juvenile Public Appointment List Guidelines and that I meet those qualifications. I understand that I have a duty to promptly notify the Juvenile Court of any matter that may make me ineligible to receive appointments under the terms of the Tarrant County Juvenile Court Public Appointment List, and to notify the Juvenile Court of any changes to the information contained in this application. I understand that I may be removed from the appointment list for failure to meet any qualification stated in the Tarrant County Juvenile Court Public Appointment List.

Melissa Hamrick
Attorney

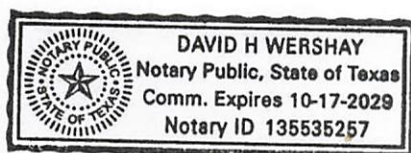
On this date personally appeared before me Melissa Hamrick who, after being properly identified and placed under oath, swore before me that all of the information stated in the foregoing Application for Juvenile Public Appointment List is the truth.

Sworn and subscribed before me on this the 4th day of January, 20 26.

Name: [Signature]

Office of person taking oath: _____

Tarrant County, Texas.



The oath may be administered by a county or district criminal court judge, 323rd District Court Judge or associate judge of the 323rd District Court, county clerk or notary public.
Notary Seal and date commission expires if applicable:

FOR OFFICE USE ONLY:

On the 15 day of April, 2026, the Juvenile Board of Tarrant County,
Texas considered the foregoing application of Melissa Hamrick and it is hereby:

- ☐ Approved
- ☐ Denied

Comments:

Judge Judge

2025 CONTINUING LEGAL EDUCATION REPORTING FORM

DUE BY DECEMBER 31, 2025

NAME: Melissa Hamrick

BAR NUMBER: 24002221

A minimum of 6 hours of Juvenile Law CLE is required during each 12-month reporting period. The 323rd District Court's reporting period is the calendar year. CLE may include attendance at accredited seminars, self-study, teaching at an accredited continuing legal education activity, attendance at a law school class, or legal research-based writing. Credit for self-study is limited to two hours per reporting period.

If you are currently Board Certified in Juvenile Law you do not need to submit CLE documentation.

CLE completed within a one-year period immediately preceding an attorney's initial reporting period may be used to meet the educational requirement for the initial year.

CLE completed during any reporting period in excess of the minimum six-hour requirement for such period may be applied to the following period's requirement. The carryover provision applies to one year only.

Please list your continuing legal education activities pertaining to Juvenile Law for the year 2025 and provide CLE transcript.

DATE OF COURSE/ACTIVITY	NAME OF COURSE/ACTIVITY	NUMBER OF HOURS
1. 12-16-25 174274065	Adjudication Hearing - Innovations in Youth Justice	2.5
2. 1-30-25 174231945	Determinate Sentence Case Study - Sentence Post Adj	2.25
3. 12-15-25 Self Study		2.0
4.		

Hours carried over from 2024 _____

Hours completed in 2025 6.75

Total Hours for 2025 6.75

Hours carried over to 2026 0.95

I, Melissa Hamrick, the undersigned attorney, hereby state under oath that all the above information is correct.

Melissa Hamrick
Attorney

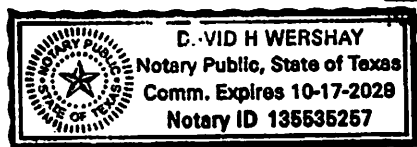
STATE OF TEXAS
COUNTY OF TARRANT

Sworn to and subscribed before me this 4th day of January, 2025.

by Melissa Hamrick

(SEAL)

[Signature]
Notary Public



MCLE TRANSCRIPT



STATE BAR OF TEXAS Minimum Continuing Legal Education MCLE Transcript



Melissa Lyn Hamrick
4025 Carolyn Road
Fort Worth, TX 76109 United States

Report Date: 01/05/2026
Barcard: 24002221
Birth Month: XXXXXXXXXX

MCLE TRANSCRIPT FOR 2026

1/2/2025 TO 1/1/2026

Compliance ↑	Date Taken ↑	Reporting Date	Course Number (Course #)	Course Title (Course #)	Credit Hours	Ethics Hours	Self Stud Hour
2026	1/3/2026	1/3/2026	174288316	Child Welfare Recording 2025	4.00	0.25	0.00
2026	12/18/2025	12/22/2025	174275069	Case Law Update for Trial Attorneys // Dynamic Advocacy Road	2.50	0.25	0.00
2026	12/16/2025	12/22/2025	174274065	Adjudication Hearing // Innovations in Youth Justice	2.50	0.75	0.00
2026	12/15/2025	12/22/2025	174302821	The AI Highway: Life in the Fast Lane	0.50	0.25	0.00
2026	8/30/2025	9/1/2025	174288993	Preparing Your Client: From Filing Through Final Trial	0.50	0.25	0.00
2026	6/16/2025	6/23/2025	174283131	Attorney's Fees	0.50	0.00	0.00

Compliance ↑	Date Taken ↑	Reporting Date	Course Number (Course #)	Course Title (Course #)	Credit Hours	Ethics Hours	Self Stud Hou
2026	1/30/2025	1/30/2025	174231945	Determinate Sentence Case Study //Sentence Post Adjudication	2.25	1.00	0.00
2026	1/29/2025	1/29/2025	174238735	Choose Your Own Provider: Strategies/Engagement & Planning	1.75	0.00	0.00
2026	1/28/2025	1/28/2025	174249487	Criminal Law 101: Navigating Pretrial and Trial Issues	4.25	1.00	0.00
2026	1/15/2025	1/20/2025	174260915	Best Practices for Legal Writing 2024	0.50	0.00	0.00
2026	1/14/2025	1/20/2025	174249490	Best of Advanced Criminal Law 2024	9.50	2.50	0.00
2026	1/13/2025	1/20/2025	174238734	Family First Prevention Services Act Pilot Program	2.50	0.75	0.00
2026	1/13/2025	1/20/2025	174249499	Forensic Investigative Genetic Genealogy // Use of Tech	3.00	0.00	0.00

**APPLICATION FOR JUVENILE COURT PUBLIC APPOINTMENT LIST
323RD FAMILY DISTRICT COURT OF TARRANT COUNTY**

It is required that you read the Tarrant County Juvenile Court Public Appointment List Guidelines before submitting this application.

Last Name: Gieseking First Name: Peter DOB: [REDACTED]
State Bar Number: 24081640 Date Licensed to Practice Law: 11.01.2013
Principal Business Address: 1413 Rr. Grande Ave, Fort Worth TX 76102

Mailing Address: 1413 Rio Grande Ave, Fort Worth TX 76102
Email Address: GiesekingLaw@Gmail.com + Peter@GiesekingLaw.Com
Phones: Office: 817.223.3455 Mobile: [REDACTED]
Fax: 917.851.1404

Legal Experience: Attach a copy of your resume. *You may be required to provide documentation of level requirements.*

I have read the requirements for Juvenile Public Appointments and certify that I have met the qualifications as required for the following cases. Check all levels for which you are qualified and seek appointments:

- ☒ **Level One:** Conduct Indicating a Need for Supervision (CINS) and delinquent conduct, where commitment to the Texas Juvenile Justice Department is not an authorized disposition
- ☒ **Level Two:** Delinquent conduct and commitment to the Texas Juvenile Justice Department without a determinate sentence is an authorized disposition
- ☒ **Level Three:** Determinate Sentence and Certification Proceedings
- ☐ **Level Four:** Appeals. (Please attach or include in your resume any appellate experience)

General Qualifications: (check all that apply)

- ☒ I have read and certify that I meet all general qualification requirements including a functioning fax machine **and** an E-mail address, both available 24 hours a day.
- ☒ I have not actively received appointments in the Juvenile Court in excess of five years and need to attend the **orientation class** given by the Judge.
- ☐ I have not been licensed to practice law for a minimum of six months and would like to participate in the **mentoring program**.

Are you a member in good standing of the State Bar of Texas? Yes ☒ No ☐
Are you a board certified juvenile or criminal law specialist? Yes ☐ No ☒
Are you able to communicate with the deaf? Yes ☐ No ☒
Are you able to speak Spanish fluently? Yes ☐ No ☒
List any other second language(s) that you speak fluently.

If the answers to any of the following six questions are yes, attach a copy of any orders, opinions, sanctions, etc., that were issued in connection with the matter. You may attach a brief explanation if desired.

1. Have you ever been sanctioned by the State Bar Grievance Committee? Yes ☐ No ☒
2. Do you have an appeal pending of any State Bar sanction? Yes ☐ No ☒
3. Have you ever been sanctioned for failure to appear before a court? Yes ☐ No ☒
4. Have you ever been convicted of an offense other than a class C offense? Yes ☐ No ☒
5. Are you currently under indictment or charged with an offense other than a Class C Misdemeanor? Yes ☐ No ☒
6. Has a Court ever found that you provided ineffective assistance of counsel? Yes ☐ No ☒

Required Attachments: Most recent Continuing Legal Education (CLE) reporting form (or if you have not practiced for sufficient time to have a CLE form, a list of CLE you have attended) which demonstrates the completion of six hours of juvenile law CLE within the past year.

I, Peter Gieseck, the undersigned attorney, hereby state under oath that all of the above information is correct, that I have read and understand the qualifications set out in the Tarrant County Juvenile Public Appointment List Guidelines and that I meet those qualifications. *I understand that I have a duty to promptly notify the Juvenile Court of any matter that may make me ineligible to receive appointments under the terms of the Tarrant County Juvenile Court Public Appointment List, and to notify the Juvenile Court of any changes to the information contained in this application. I understand that I may be removed from the appointment list for failure to meet any qualification stated in the Tarrant County Juvenile Court Public Appointment List.*

Attorney

On this date personally appeared before me Peter Gieseck who, after being properly identified and placed under oath, swore before me that all of the information stated in the foregoing Application for Juvenile Public Appointment List is the truth.

Sworn and subscribed before me on this the 15th day of April, 2026.

Name: [Signature]

Office of person taking oath: Notary

Tarrant County, Texas.



The oath may be administered by a county or district criminal court judge, 323rd District Court Judge or associate judge of the 323rd District Court, county clerk or notary public.
Notary Seal and date commission expires if applicable:

FOR OFFICE USE ONLY:

On the _____ day of _____, 20____, the Juvenile Board of Tarrant County,
Texas considered the foregoing application of _____ and it is hereby:

- ☐ Approved
- ☐ Denied

Comments:

Judge

Judge

MCLE TRANSCRIPT



STATE BAR OF TEXAS
Minimum Continuing Legal Education
MCLE Transcript



Peter Joseph Giesecking
401 W Belknap
Tim Curry Criminal Justice Center
Fort Worth, TX 76102 United States

Report Date: 04/03/2026
Barcard: 24081640
Birth Month: [REDACTED]

MCLE TRANSCRIPT FOR 2025 10/1/2024 TO 9/30/2025

Compliance ↑	Date Taken ↑	Reporting Date	Course Number (Course #)	Course Title (Course #)	Credit Hours	Ethics Hours	Self Study Hours	Self Study Ethics Hours
2025	9/4/2025	9/10/2025	174289773	legislative Update - Live 2025	3.00	0.00	0.00	0.00
2025	6/25/2025	6/25/2025	174256521	38th Annual Rusty Duncan Advanced Criminal Law Course	18.00	3.00	0.00	0.00

Compliance ↑	Date Taken ↑	Reporting Date	Course Number (Course #)	Course Title (Course #)	Credit Hours	Ethics Hours	Self Study Hours	Self Study Ethics Hours
2025	11/22/2024	11/22/2024	174237137	How to Handle Being a Prosecutor	2.00	0.00	0.00	0.00

- Attorney Wellness



Peter Joseph Giesecking

401 W Belknap
Tim Curry Criminal Justice Center
Fort Worth, TX 76102

County: TARRANT

Phone: N/A

Texas Board of Legal Specialization Certification:

2025 Criminal Law

State Bar of Texas Licensed:

November 1, 2013

[State Bar of Texas Attorney Profile](#)

Law School:

UNIVERSITY OF HOUSTON

Print

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The Texas Board of Legal Specialization (TBLS) was established in 1974 by the Supreme Court of Texas. TBLS certifies lawyers and paralegals that have substantial, relevant experience in select areas of law, completed continuing legal education hours in the specialty area, and passed a rigorous exam. Consumers and organizations get the highest quality of legal services when working with Board Certified lawyers and paralegals.

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Austin, Texas 78752

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tbls@texasbar.com

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Trial Statistics

Cause	Defendant	Jury	Bench	DC	1st Chair	2nd Chair	Year Tried	Month Tried	Charge	Result	Count	Judge	Total Jury	Total Bench	Total Trials
Harris County	?	X		?	Peter Giesekeing	Nathan Hennigan	2013	?	Poss. Of MJ	Not Guilty	CCC6	Stanley	1		1
Harris County	?	X		?	Peter Giesekeing	Nathan Hennigan	2013	?	DWI 2nd	Guilty	CCC6	Stanley	2		2
Dallas County	?	X		Peter Giesekeing	Baharan Muse	Peter Giesekeing	2013	November	DWI	Not Guilty (As DC)	CCC2	Hayes	3		3
Hunt County	D. Brumfield	X		Katherine Ferguson	Peter Giesekeing	None	2014	February	Theft	Guilty	CCL2	Thomas	4		4
Hunt County	?		X	David Couch	Peter Giesekeing	None	2014	February	DWI 2nd	Guilty	CCL2	Thomas		1	5
Hunt County	?	X		Chris Castanon	Peter Giesekeing	None	2014	?	Theft 50 - 500	Guilty	CCL2	Thomas	5		6
Hunt County	?	X		Chris Castanon	Peter Giesekeing	None	2014	?	Failure to Appear	Guilty	CCL2	Thomas	6		7
Hunt County	?		X	Royal Mullins	Peter Giesekeing	None	2014	?	Theft 50 - 500	Guilty	CCL2	Thomas		2	8
Hunt County	?	X		Russell Brooks	Peter Giesekeing	None	2014	?	Poss. Of MJ	Not Guilty	CCL1	Bench	7		9
Hunt County	?	X		Toby Wilkinson	Peter Giesekeing	None	2014	?	Evading Arrest	Guilty	CCL2	Thomas	8		10
Hunt County	?	X		Toby Wilkinson	Peter Giesekeing	None	2014	?	Resisting Arrest	Guilty	CCL2	Thomas	9		11
Hunt County	?	X		Toby Wilkinson	Peter Giesekeing	None	2015	?	Criminal Trespass	Guilty	CCL1	Bench	10		12
Hunt County	?	X		Toby Wilkinson	Peter Giesekeing	None	2015	?	Poss. Of MJ	Guilty	CCL1	Bench	11		13
Hunt County	?		X	Chris Castanon	Peter Giesekeing	None	2015	?	Failure to Appear	Guilty	CCL2	Thomas		3	14
Hunt County	K. Hughes	X		David Renshaw	Peter Giesekeing	None	2015	?	DWI 2nd	Guilty	CCL2	Thomas	12		15
Hunt County	J. McMichael	X		Pro Se	Peter Giesekeing	None	2015	?	MIC (C Appeal)	Guilty	CCL2	Thomas	13		16
Hunt County	?	X		Russell Brooks	Peter Giesekeing	None	2015	?	Assault FV	Not Guilty	CCL1	Linden	14		17
Hunt County	?	X		Jeff Jackson	Peter Giesekeing	None	2015	?	DWI > .15	Guilty	CCL1	Linden	15		18
Hunt County	?	X		Jeff Jackson	Peter Giesekeing	None	2015	?	Unlawful Carry	Guilty	CCL1	Linden	16		19
Tarrant County															
Misdemeanor															
1362687	Terry Green	X		Mimi Coffee	Landon Young	Peter Giesekeing	2015	November	DWI	Guilty	CCC6	Jones	17		20
1416174	Henry Hilla	X		Stuart Parker	Jessica Theriot	Peter Giesekeing	2015	December	DWI	Not Guilty	CCC1	Cook	18		21
1349753	Talena Selby	X		Jayson Nag	Michael Hanson	Peter Giesekeing	2016	January	DWI > .15	Guilty	CCC7	Hardy	19		22
1319469	Jermaine Little	X		Brian Salvant	Kyle Morris	Peter Giesekeing	2016	January	Theft 500 > 1500	Not Guilty	CCC4	Nekhom	20		23
1426325	Bryan Case	X		Bryce King	Matt Rivers	Peter Giesekeing	2016	February	DWI > .15	Guilty	CCC10	Sorrels	21		24
1387303	Glenn Johnson	X		Mimi Coffee	Peter Giesekeing	Michael Hanson	2016	March	DWI	Mistrial	CCC7	Hardy	22		25
Felony															
1391600	Derik McLennan	X		Mary Panzu	Peter Giesekeing	Kim D'Avignon	2016	April	Burg. Hab.	Guilty	297th DC	Hagerman	23		26
1403427	Reginald Qualls	X		Curtis Fortinberry & Josh Graham	Randi Hartin	Peter Giesekeing	2016	May	Forgery	Guilty	297th DC	Hagerman	24		27
817665	Lakount Maddox	X		Santiago Salinas	Peter Giesekeing	Kim D'Avignon	2016	June	Att. Cap/ Competency	Incompeted	297th DC	Hagerman	25		28
885363	Kristal Locke	X		Santiago Salinas	Peter Giesekeing	Kim D'Avignon	2016	June	Murder/Competency	Incompeted	297th DC	Hagerman	26		29
1428353	Debra King	X		Reagan Wynn & Jeff Kerry	Albert Roberts	Peter Giesekeing	2016	November	Manslaughter	Guilty	396th DC	Gallagher	27		30
1419706	Michael Naderi		X	Mark Scott	Peter Giesekeing	Darren De La Cruz	2016	Decemeber	Agg. Assault DW	Not Guilty	396th DC	Gallagher		4	31
1448909	James Gober	X		Barry Alford	Peter Giesekeing	Darren De La Cruz	2017	January	Agg. Assault DW (x2)	Guilty	396th DC	Gallagher	28		32
1411354	Jonathan Reed	X		Reagan Wynn & Jeff Kerry	Tracey Kapsidelis	Peter Giesekeing	2017	February	Manslaughter	Guilty	396th DC	Gallagher	29		33
1469509	Travis Hunter	X		Wes Ball	Peter Giesekeing	Darren De La Cruz	2017	March	UPFF	Guilty	396th DC	Gallagher	30		34
1432306	Marvin Rodriguez	X		Dan Hagood Toby Shook & Reagan Wynn	Michele Hartmann	Peter Giesekeing	2017	August	Murder	Guilty	396th DC	Gallagher	31		35
1474142	Pedro Aleman		X	Alex Tandy	Allenna Bangs	Peter Giesekeing	2017	September	AFV w. Prior	Guilty	396th DC	Gallagher		5	36
1456270	Charles Bell	X		George Mackey & Sherri Armstrong	Tracey Kapsidelis	Peter Giesekeing	2017	September	Murder	Hung Jury	396th DC	Gallagher	32		37
1522921	George Orton	X		Reagan Wynn & Elizabeth Berry	Julie Harbin	Peter Giesekeing	2018	May	Agg. Sex Assault & Indecency	Not Guilty	213th DC	Sturns	33		38
1546912	Jose Guzman	X		Ray Napolitan	Peter Giesekeing	Collin Ashworth	2018	June	Agg. Assault DW	Guilty	213th DC	Sturns	34		39
1506979	Alan Barraza	X		Miles Brissette & Tim Brown	Peter Giesekeing	Page Simpson	2018	October	Agg. Rob & Burg Hab	Guilty (x2)	213th DC	Young	35		40
1543582	Leonardo Miller	X		Harmony Schuerman & Gary Smart	Peter Giesekeing	Jessica Theriot	2019	March	Evading Veh. UPFF/Body Army	Guilty (x3)	213th DC	Wolfe	36		41
1505824	Harlan Jones	X		Lex Johnston	Elizabeth Kamber	Peter Giesekeing	2019	July	Continuous Sex Assault	Guilty	213th DC	Wolfe	37		42
1610475	Joe James	X		Jim Renforth	Peter Giesekeing	Katie Owens	2019	November	VPO cause BI & AFV w. Prior	Guilty (x2)	CD3	Berry	38		43
1515715	Shannon Williams	X		Brian Willet	Peter Giesekeing	Demetrice Lopez	2020	January	Continuous Sex Assault	Guilty	297th DC	Hagerman	39		44
1581523	Jerry W. Triplett		X	Peter Barrett	Peter Giesekeing	Emily Kirby	2020	February	AFV w. Prior	Guilty	297th DC	Hagerman		6	45
1581939	Colt Gauding	X		Edwin Youngblood & Lisa Haines	Peter Giesekeing	Emily Kirby	2021	July	Agg Sex Assault, AADW & AFV w. Prior	Guilty to AADW	297th DC	Hagerman	40		46
1549253	Shannon Hathaway	X		Steve Gebhart; Andrea Townsend & Chip Lewis	Peter Giesekeing	Bill Vasser	2021	September	Improper Relationship Teacher/Student	Hung Jury	297th DC	Hagerman	41		47
1704446	Martha Dadeah	X		James Martin & Amy Browning	Peter Giesekeing	Chase Payne	2021	November	AADW & Injury to Child BI	Guilty to Injury	297th DC	Hagerman	42		48
1525159 & 1525156	Oscar Brackens	X		Steve Gordon	Peter Giesekeing	Marcus Hanna	2022	April	AADW & Agg Kidnapping	Guilty to ABI	297th DC	Hagerman	43		49
1544420	Mathias Shimata	X		James Martin & Antonio Green	Owen Dewitt	Peter Giesekeing	2022	April	Sexual Assault	Hung Jury	297th DC	Hagerman	44		50
1655194	Aaron Smith	X		Sean Colston & Kevin Rousseau	Peter Giesekeing	Kevin Novak	2022	July	AADW & AFV w. Prior	Not Guilty	297th DC	Hagerman	45		51
1586948	Sammy Sparks	X		Harmony Schuerman & Cami Gildner	Peter Giesekeing	William Knight	2022	October	Murder	Guilty	213th DC	Westfall	46		52
1639586	Devin Powell	X		Christy Jack & Letty Martinez	William Knight	Peter Giesekeing	2022	October	Attempted Capital Murder	Guilty	213th DC	Wolfe	47		53
1529695	Marquis Sypho	X		Bill Harris & Taylor Ferguson	Peter Giesekeing	William Knight	2023	March	Capital Murder	Guilty	213th DC	Wolfe	48		54
1652056	Terin Wright	X		Walt Cleveland & Catherine Dunnavent	Peter Giesekeing	Ashton Moore	2023	May	Capital Murder	Guilty (Murder)	213th DC	Wolfe	49		55
1719081	Jose Velazquez	X		Marcus Olds	Madeline Jones	Peter Giesekeing	2023	July	Aggravated Sexual Assault	Guilty	213th DC	Wolfe	50		56
1654165	Ricky Cobb	X		Dawn Ferguson & Rob Sorkolit	Peter Giesekeing	Jaimie Jernigan	2023	July	Continuous Sex Assault	Guilty	213th DC	Wolfe	51		57
1535791	Ronald Trail	X		Sean Colston & Alicia McDonald	Madeline Jones	Peter Giesekeing	2023	October	Aggravated Robbery	Guilty	213th DC	Wolfe	52		58
1746826	Ghaith Aljallad	X		Brett Boone Warren St. John	Madeline Jones	Peter Giesekeing	2023	Decemeber	Murder	Hung Jury	213th DC	Wolfe	53		59
1734608	Fredinand Anyanwu	X		Matt Peacock & Edward Odre	Steve Elliot	Peter Giesekeing	2024	January	Indecency with a Child	Guilty	213th DC	Wolfe	54		60

1813948	David Pixley	X	Rob Hayden & Rob Cowie	Steve Elliot	Peter Giesecking	2024	April	Continuous Sex Assault	Guilty	213th DC	Wolfe	55	61
1788817	Zachary Mayfield	X	Sean Colston	Madeline Jones	Peter Giesecking	2024	May	AADW Vehicle	Guilty	213th DC	Wolfe	56	62
1824235/1824236	Logan Robinson	X	Kevin Ross & Kristen Beckman	Ashton Moore	Peter Giesecking	2024	May	AFV w. Prior / Injury Child	Guilty	213th DC	Wolfe	57	63
1432306	Marvin Rodriguez	X	Abe Factor Pam Fernandez	Matthew Rivers	Peter Giesecking	2024	August	Murder	Manslaughter	396th DC	Gallagher	58	64
1683030	Michael Williams	X	Kevin Rousseau & Sean Colston	Peter Giesecking	Ashton Moore	2024	September	Capital Murder	Murder	213th DC	Wolfe	59	65
1732155	Carlus Qualls	X	Mamie Johnson & Graham Norris	Steve Elliot	Peter Giesecking	2024	October	Murder	Guilty	213th DC	Wisch	60	66
1814471	Dusty Tulk	X	Rob Hayden & Fred Howie	Kassidy Durfee	Peter Giesecking	2024	November	Solicitation of Prostitution	Guilty	213th DC	Wolfe	61	67
1673433	Rodrigo Hernandez	X	Mike Howard	Peter Giesecking	Caroline Nelson	2025	January	Agg. Sex Assault & Indecency	Guilty	213th DC	Wolfe	62	68
1825929	Ty Davis	X	James Graham & Tim Brown	Caroline Nelson	Peter Giesecking	2025	January	PCS PG1 4 > 200 Grams	Guilty	213th DC	Wolfe	63	69
1720616	Valerian Osteen	X	Bob Gill, Miles Brisette & Colin McLaughlin	Allenna Bangs	Peter Giesecking	2025	September	Capital Murder	Death	213th DC	Hill	64	70
1785200	Ahmad Peterson	X	Eric Nickols & Tamela Ray	Brianna Bustamante	Peter Giesecking	2025	Decemeber	Assault Public Servant	Not Guilty	213th DC	Young	65	71

CPS	Hearings	75 +	Hunt County
Civil Mental	Commitments	50 +	Hunt County
JP Trials	Bench/Jury	50+	Hunt County
Juvenile	Hearings/Motions	100+	Hunt County



CASE No. 1720616 Count 1
INCIDENT No./TRN: 9300985523

THE STATE OF TEXAS

vs.

VALERIAN W OSTEEN

SID: 50148524

§ **IN THE 371ST DISTRICT COURT**
§
§
§
§ **TARRANT COUNTY, TEXAS**
§
§ **ON CHANGE OF VENUE FROM: N/A**

JUDGMENT OF CONVICTION BY JURY – CAPITAL MURDER

Judge Presiding:	• Hon. Ryan Hill • Hon. George Gallagher	Date Sentence Imposed:	9/22/2025
Attorney for State:	• BANGS, ALLENNA - 24054153 • GIESEKING, PETER - 24081640	Attorney for Defendant:	• GILL, ROBERT - 07921600 • BRISSETTE, D.MILES - 50511628 • MCLAUGHLIN, COLIN - 24060892

Offense for Which Defendant Convicted:

09990022 CAPITAL MURDER BY TERROR THREAT/OTHER FELONY (19.03(a)(2)) - FX

Charging Instrument:

Statute for Offense:

Indictment

19.03(a)(2)

Date of Offense:

2/13/2022

Plea to Offense:

Not Guilty

Degree of Offense:

CAPITAL MURDER

Verdict of Jury:

GUILTY

Findings on Deadly Weapon:

N/A

Punished Assessed by:

Jury

Date Sentence to Commences:

9/22/2025

Punishment and Place of Confinement:

DEATH ID-TDCJ: Confinement

Court Costs:

\$ 290.00

Reimbursement Fees:

\$5.00

Restitution:

\$ 0

Restitution Payable to: N/A

(See special finding or order of restitution which is incorporated herein by this reference.)

Was the victim impact statement returned to the attorney representing the State? **N/A**

This cause was called for trial by jury and the parties appeared. The State appeared by her District Attorney as named above.

Counsel / Waiver of Counsel (select one)

☒ Defendant appeared with counsel.

☐ Defendant appeared without counsel and knowingly, intelligently, and voluntarily waived the right to representation by counsel in writing in open court.

Both parties announced ready for trial. It appeared to the Court that Defendant was mentally competent to stand trial. A jury was selected, impaneled, and sworn. The Indictment was read to the jury, and Defendant entered a plea to the charged offense. The Court received the plea and entered it of record.

The jury heard the evidence submitted and argument of counsel. The Court charged the jury as to its duty to determine Defendant's guilt or innocence, and the jury retired to consider the evidence. Upon returning to open court, the jury delivered its verdict in



CAUSE No. 1732155 COUNT No. 1

INCIDENT NO. /TRN: 9300899473

THE STATE OF TEXAS

v.

CARLUS QUALLS

STATE ID No.: TX03941811

§
§
§
§
§
§
§

IN THE 213TH DISTRICT COURT DISTRICT

COURT

TARRANT COUNTY, TEXAS

JUDGMENT OF CONVICTION BY JURY

Judge Presiding:	• Hon. Chris Wolfe • Hon. Scott Wisch	Date Sentence Imposed:	10/23/2024
Attorney for State:	• ELLIOTT, STEVEN - 24125219 • GIESEKING, PETER - 24081640	Attorney for Defendant:	• NORRIS, DONALD - 24073569 • JOHNSON, MAMIE - 03496280

Offense for which Defendant Convicted:

09990030 MURDER (19.02(c)) - F1 Felony - 1st Degree

Charging Instrument:

Indictment

Statute for Offense:

19.02(c)

Date of Offense:

4/30/2021

Plea to Offense:

Guilty

Degree of Offense:

Felony - 1st Degree

Verdict of Jury:

Guilty

Findings on Deadly Weapon:

Yes, A Firearm

1st Enhancement

Paragraph: **True**

Finding on 1st Enhancement

Paragraph: **True**

2nd Enhancement

Paragraph: **Waived**

Finding on 2nd

Enhancement Paragraph: **N/A**

Punishment Assessed by:

Jury

Date Sentence Commences: (Date does not apply to confinement served as a condition of community supervision.)

10/23/2024

Punishment and Place
of Confinement:

LIFE WITH PAROLE ID-TDCJ: Confinement

THIS SENTENCE SHALL RUN: N/A

☐ **SENTENCE OF CONFINEMENT SUSPENDED; DEFENDANT PLACED ON COMMUNITY SUPERVISION FOR N/A**

(The document setting forth the conditions of community supervision is incorporated herein by this reference.)

Was the victim impact statement returned to the attorney representing the State? **N/A**

(FOR STATE JAIL FELONY OFFENSES ONLY) Is Defendant presumptively entitled to diligent participation credit in accordance with Article 42A.559, Tex. Code Crim. Proc.? **N/A**

Fines: \$0.00

Restitution:

Restitution Payable To: N/A



CAUSE NO. 1734608

COUNT NO. 2

INCIDENT NO. /TRN: 9316066735

THE STATE OF TEXAS

V.

FREDINAND UZODIMA ANYANWU

STATE ID No.: TXTX19855087

§
§
§
§
§
§

IN THE 213TH DISTRICT COURT DISTRICT

COURT

TARRANT COUNTY, TEXAS

JUDGMENT OF CONVICTION BY JURY

Judge Presiding: • Hon. Chris Wolfe

Date Sentence
Imposed:

1/9/2024

Attorney for State: • ELLIOTT, STEVEN -
24125219
• GIESEKING, PETER -
24081640Attorney for
Defendant:• ODRE, EDWARD - 24125677
• PEACOCK, MATT - 24072277Offense for which Defendant Convicted:**36010005 INDECENCY W/CHILD SEXUAL CONTACT (21.11(d)) - F2**Charging Instrument:
IndictmentStatute for Offense:
Penal Code 21.11(d)Date of Offense:11/25/2021 ☐Plea to Offense:

Not Guilty

Degree of Offense:

Felony - 2nd Degree

Verdict of Jury:

Guilty

Findings on Deadly Weapon:

N/A

1st Enhancement

Paragraph: N/A

Finding on 1st Enhancement

Paragraph: N/A

2nd Enhancement

Paragraph: N/A

Finding on 2nd

Enhancement

Paragraph: N/A

Punishment Assessed by:

Jury

Date Sentence Commences: (Date does not apply to confinement served as a condition of community supervision.)

1/9/2024

Punishment and Place
of Confinement:

13 YEARS ID-TDCJ: Confinement

Felony - 2nd Degree

THIS SENTENCE SHALL RUN: Concurrent

☐ SENTENCE OF CONFINEMENT SUSPENDED; DEFENDANT PLACED ON COMMUNITY SUPERVISION FOR N/A

(The document setting forth the conditions of community supervision is incorporated herein by this reference.)

Was the victim impact statement returned to the attorney representing the State? N/A

(FOR STATE JAIL FELONY OFFENSES ONLY) Is Defendant presumptively entitled to diligent participation credit in accordance with Article 42A.559, Tex. Code Crim. Proc.? N/A

Fines: \$N/ARestitution:

\$0 (see Cond.C.S)

Restitution Payable To: N/A



CAUSE NO. 1746826 COUNT NO. 1

INCIDENT NO. /TRN: 928008402X

THE STATE OF TEXAS

V.

GHAITH NEDAL AHMED ALJALLAD

STATE ID No.: 18905050

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IN THE 213TH DISTRICT COURT

TARRANT COUNTY, TEXAS

ON CHANGE OF VENUE FROM: N/A

JUDGMENT OF CONVICTION BY COURT—WAIVER OF JURY TRIAL

Judge Presiding:	• Hon. Chris Wolfe	Date Sentence Imposed:	12/6/2023
Attorney for State:	• JONES, MADELINE - 24110064 • GIESEKING, PETER - 24081640	Attorney for Defendant:	• BOONE, BRETT - 02626800 • ST. JOHN, J. WARREN - 18986300

Offense for which Defendant Convicted:**09990030 MURDER (19.02(c)) - F1 Felony - 1st Degree**

Charging Instrument: Indictment	Statute for Offense: 19.02(c)
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Date of Offense: 7/25/2022	Plea to Offense: Guilty
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Degree of Offense: Felony - 1st Degree	Findings on Deadly Weapon: Yes, A Firearm
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Terms of Plea Bargain (if any): or ☐ Terms of Plea Bargain are attached and incorporated herein by this reference.
20 YEARS TDCJ

1st Enhancement Paragraph:	N/A	Finding on 1st Enhancement Paragraph:	N/A
2nd Enhancement Paragraph:	N/A	Finding on 2nd Enhancement Paragraph:	N/A

☐ **SENTENCE OF CONFINEMENT SUSPENDED; DEFENDANT PLACED ON COMMUNITY SUPERVISION FOR N/A.**
(The document setting forth the conditions of community supervision is incorporated herein by this reference.)

Punishment and Place of Confinement: **20 YEARS ID-TDCJ: Confinement Felony - 1st Degree**

DATE SENTENCE COMMENCES: (Date does not apply to confinement served as a condition of community supervision.)	12/6/2023	THIS SENTENCE SHALL RUN:	N/A
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Fines:	Restitution:	Restitution Payable to:
\$0.00	\$0 (see Cond.C.5)	N/A

Court Costs:	Reimbursement Fees:
\$290.00	\$0

☐ Defendant is required to register as sex offender in accordance with Chapter 62, Tex. Code Crim. Proc.

(For sex offender registration purposes only) The age of the victim at the time of the offense was N/A.

Total Jail Time Credit: 465 DAYS	If a Defendant is to serve sentence in county jail or is given credit toward fine and costs, enter days credited below. 465 DAYS
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**CASE No. 1785200****COUNT 1**

INCIDENT NO./TRN: 930109536X

THE STATE OF TEXAS

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IN THE 213TH DISTRICT COURT

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V.

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AHMAD TYREE PETERSONADEYANJU

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TARRANT COUNTY, TEXAS

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STATE ID NO.: TX20253563

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CHANGE OF VENUE FROM: N/A

JUDGMENT OF ACQUITTAL BY JURY

Judge Presiding:	• Hon. Everett Young	Date Judgment Entered:	12/16/2025
Attorney for State:	• GIESEKING, PETER - 24081640 • BUSTAMANTE, BRIANNA - 24136003	Attorney for Defendant:	• NICKOLS, JOHN - 24041594 • RAY, TAMLA - 24046687

Charged Offense:

13990063 ASSAULT PUBLIC SERVANT (PC, § 22.01(B)(1)) - F3

Charging Instrument:

INDICTMENT

Statute for Offense:

PENAL CODE 22.01(b)(1)

Plea to Offense:**NOT GUILTY**

All pertinent information, names and assessments indicated above are incorporated into the language of the judgment below by reference.

This cause was called for trial in Tarrant County, Texas. The State appeared by her District Attorney.

Counsel / Waiver of Counsel (select one)

- ☒ Defendant appeared in person with Counsel.
☐ Defendant knowingly, intelligently, and voluntarily waived the right to representation by counsel in writing in open court.

It appeared to the Court that Defendant was mentally competent and had pleaded as shown above to the charging instrument. Both parties announced ready for trial. A jury was selected, impaneled, and sworn. The **INDICTMENT** was read to the jury, and Defendant entered a plea of **NOT GUILTY** to the charged offense. The Court received the plea and entered it of record.

The jury heard the evidence submitted and the argument of counsel. The Court charged the jury as to its duty to determine the guilt or innocence of Defendant, and the jury retired to consider the evidence. Upon returning to open court, the jury delivered its verdict. The Court received the jury's verdict and ordered the verdict entered of record upon the minutes of the Court as follows:

"We, the Jury, find the defendant **NOT GUILTY**."

The Court **ORDERS, ADJUDGES, AND DECREES** that Defendant is **NOT GUILTY** of the charged offense as FOUND BY THE VERDICT OF THE JURY. The Court **FURTHER ORDERS** Defendant immediately discharged.

Signed and entered on 17th day of December, 2025

Chris Wolfe
Presiding Judge

Clerk: AF



CAUSE No. 1788817 COUNT No. 1

INCIDENT NO. /TRN: 9280069934

THE STATE OF TEXAS

v.

ZACHARY MAYFIELD

STATE ID No.: TX19929242

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IN THE 213TH DISTRICT COURT DISTRICT

COURT

TARRANT COUNTY, TEXAS

JUDGMENT OF CONVICTION BY JURY

Judge Presiding:	• Hon. Chris Wolfe	Date Sentence Imposed:	5/9/2024
Attorney for State:	• JONES, MADELINE - 24110064 • GIESEKING, PETER - 24081640	Attorney for Defendant:	• COLSTON, SEAN - 00787268 • BASTON, VALERIE - 24001700

Offense for which Defendant Convicted:

13140002 AGG ASSLT MV DISCH FRARM RKLS HAB/BLDG/VEH SBI (22.02(b)(3)) - F1 Felony - 1st Degree

Charging Instrument:

Indictment

Statute for Offense:

Penal Code 22.02(b)(3)

Date of Offense:

7/4/2022 ☐

Plea to Offense:

Not Guilty

Degree of Offense:

Felony - 1st Degree

Verdict of Jury:

Guilty

Findings on Deadly Weapon:

Yes, A Firearm

1st Enhancement

Paragraph: N/A

Finding on 1st Enhancement

Paragraph: N/A

2nd Enhancement

Paragraph: N/A

Finding on 2nd

Enhancement Paragraph: N/A

Punishment Assessed by:

Jury

Date Sentence Commences: (Date does not apply to confinement served as a condition of community supervision.)

5/9/2024

Punishment and Place of Confinement:

14 YEARS ID-TDCJ: Confinement

THIS SENTENCE SHALL RUN: N/A

☐ SENTENCE OF CONFINEMENT SUSPENDED; DEFENDANT PLACED ON COMMUNITY SUPERVISION FOR N/A

(The document setting forth the conditions of community supervision is incorporated herein by this reference.)

Was the victim impact statement returned to the attorney representing the State? N/A

(FOR STATE JAIL FELONY OFFENSES ONLY) Is Defendant presumptively entitled to diligent participation credit in accordance with Article 42A.559, Tex. Code Crim. Proc.? N/A

Fines: \$0

Restitution:

\$0 (see Cond.C.S)

Restitution Payable To: N/A



CAUSE No. 1813948 COUNT No. 1

INCIDENT NO. /TRN: 9230229504

THE STATE OF TEXAS

V.

DAVID ALLEN PIXLEY

STATE ID No.: TX07060459

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IN THE 213TH DISTRICT COURT DISTRICT

COURT

TARRANT COUNTY, TEXAS

JUDGMENT OF CONVICTION BY JURY

Judge Presiding:	• Hon. Chris Wolfe	Date Sentence Imposed:	4/4/2024
Attorney for State:	• ELLIOTT, STEVEN - 24125219 • GIESEKING, PETER - 24081640	Attorney for Defendant:	• HAYDEN, ROBERT - 24057891 • COWIE, ROBERT - 24058836

Offense for which Defendant Convicted:

11990015 SEX ABUSE OF CHILD CONTINUOUS: VICTIM UNDER 14 (21.02(b)) - F1 Felony - 1st Degree

Charging Instrument:

Indictment

Statute for Offense:

Penal Code 21.02(b)

Date of Offense:

8/3/2019 ☒

Plea to Offense:

Not Guilty

Degree of Offense:

Felony - 1st Degree

Verdict of Jury:

Guilty

Findings on Deadly Weapon:

N/A

1st Enhancement

Paragraph: **N/A**

Finding on 1st Enhancement

Paragraph: **N/A**

2nd Enhancement

Paragraph: **N/A**

Finding on 2nd

Enhancement Paragraph: **N/A**

Punishment Assessed by:

Jury

Date Sentence Commences: (Date does not apply to confinement served as a condition of community supervision.)

4/4/2024

Punishment and Place of Confinement:

50 YEARS ID-TDCJ: Confinement

THIS SENTENCE SHALL RUN: Concurrent

☐ **SENTENCE OF CONFINEMENT SUSPENDED; DEFENDANT PLACED ON COMMUNITY SUPERVISION FOR N/A**

(The document setting forth the conditions of community supervision is incorporated herein by this reference.)

Was the victim impact statement returned to the attorney representing the State? **N/A**

(FOR STATE JAIL FELONY OFFENSES ONLY) Is Defendant presumptively entitled to diligent participation credit in accordance with Article 42A.559, Tex. Code Crim. Proc.? **N/A**

Fines: \$100.00

Restitution:

\$0 (see Cond.C.S)

Restitution Payable To: N/A

**CAUSE No. 1814471 COUNT No. 1**

INCIDENT NO. /TRN: 9301142228

THE STATE OF TEXAS

V.

DUSTY DALE TULK

STATE ID No.: TX04873681

§ **IN THE 213TH DISTRICT COURT DISTRICT**
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§ **COURT**
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§ **TARRANT COUNTY, TEXAS**
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JUDGMENT OF CONVICTION BY JURY

Judge Presiding:	• Hon. Chris Wolfe	Date Sentence Imposed:	11/11/2024
Attorney for State:	• DURFEE, KASSIDY - 24131191 • GIESEKING, PETER - 24081640	Attorney for Defendant:	• HAYDEN, ROBERT - 24057891 • COWIE, ROBERT - 24058836

Offense for which Defendant Convicted:**40040022 SOLICIT PROST/OTHER PAYOR (43.021(b)) - FS Felony - State Jail Felony**Charging Instrument:**Indictment**Statute for Offense:**Penal Code 43.021(b)**Date of Offense:**2/7/2024**Plea to Offense:**Guilty**Degree of Offense:**Felony - State Jail Felony**Verdict of Jury:**Guilty**Findings on Deadly Weapon:**N/A**1st EnhancementParagraph: **N/A**Finding on 1st EnhancementParagraph: **N/A**2nd EnhancementParagraph: **N/A**Finding on 2ndEnhancement Paragraph: **N/A**Punishment Assessed by:**Jury**Date Sentence Commences: (Date does not apply to confinement served as a condition of community supervision.)**11/11/2024**Punishment and Place of Confinement:**1 YEARS SJ: State Jail Facility****THIS SENTENCE SHALL RUN: N/A**☒ **SENTENCE OF CONFINEMENT SUSPENDED; DEFENDANT PLACED ON COMMUNITY SUPERVISION FOR 48 Month(s)**

(The document setting forth the conditions of community supervision is incorporated herein by this reference.)

Was the victim impact statement returned to the attorney representing the State? **N/A**(FOR STATE JAIL FELONY OFFENSES ONLY) Is Defendant presumptively entitled to diligent participation credit in accordance with Article 42A.559, Tex. Code Crim. Proc.? **N/A**

Fines: \$0.00

Restitution:

Restitution Payable To: **N/A**



CAUSE NO. 1824235 COUNT NO. 2

INCIDENT NO. /TRN: 9300998560

THE STATE OF TEXAS

v.

LOGAN MYLES ROBINSON

STATE ID NO.: TX05506586

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IN THE 213TH DISTRICT COURT DISTRICT

COURT

TARRANT COUNTY, TEXAS

JUDGMENT OF CONVICTION BY JURY

Judge Presiding:	• Hon. Chris Wolfe	Date Sentence Imposed:	5/22/2024
Attorney for State:	• MOORE, ASHTON - 24125669 • GIESEKING, PETER - 24081640	Attorney for Defendant:	• ROSS, KEVIN - 24033020 • BECKMAN, KRISTEN - 24048408

Offense for which Defendant Convicted:

13990075 ASSAULT FAMILY/HOUSEHOLD MEMBER PREV CONV IAT (22.01(b)(2)(A)) - F3 Felony - 3rd Degree

Charging Instrument:

Indictment

Statute for Offense:

Penal Code 22.01(b)(2)(A)

Date of Offense:

4/21/2022

Plea to Offense:

Not Guilty

Degree of Offense:

Felony - 3rd Degree

Verdict of Jury:

Guilty

Findings on Deadly Weapon:

N/A

1st Enhancement Paragraph:

N/A

Finding on 1st Enhancement Paragraph:

N/A

2nd Enhancement Paragraph:

N/A

Finding on 2nd Enhancement Paragraph:

N/A

Punishment Assessed by:

Jury

Date Sentence Commences: (Date does not apply to confinement served as a condition of community supervision.)

5/22/2024

Punishment and Place of Confinement:

10 YEARS ID-TDCJ: Confinement

THIS SENTENCE SHALL RUN: Concurrent

☐ SENTENCE OF CONFINEMENT SUSPENDED; DEFENDANT PLACED ON COMMUNITY SUPERVISION FOR N/A

(The document setting forth the conditions of community supervision is incorporated herein by this reference.)

Was the victim impact statement returned to the attorney representing the State? N/A

(FOR STATE JAIL FELONY OFFENSES ONLY) Is Defendant presumptively entitled to diligent participation credit in accordance with Article 42A.559, Tex. Code Crim. Proc.? N/A



CAUSE No. 1824236 COUNT No. 2

INCIDENT NO. /TRN: 9300998560

THE STATE OF TEXAS

v.

LOGAN MYLES ROBINSON

STATE ID No.: TX05506586

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IN THE 213TH DISTRICT COURT DISTRICT

COURT

TARRANT COUNTY, TEXAS

JUDGMENT OF CONVICTION BY JURY

Judge Presiding:	• Hon. Chris Wolfe	Date Sentence Imposed:	5/22/2024
Attorney for State:	• MOORE, ASHTON - 24125669 • GIESEKING, PETER - 24081640	Attorney for Defendant:	• ROSS, KEVIN - 24033020 • BECKMAN, KRISTEN - 24048408

Offense for which Defendant Convicted:

13990075 ASSAULT FAMILY/HOUSEHOLD MEMBER PREV CONV IAT (22.01(b)(2)(A)) - F3 Felony - 3rd Degree

Charging Instrument:

Indictment

Statute for Offense:

Penal Code 22.01(b)(2)(A)

Date of Offense:

4/21/2022

Plea to Offense:

Not Guilty

Degree of Offense:

Felony - 3rd Degree

Verdict of Jury:

Guilty

Findings on Deadly Weapon:

N/A

1st Enhancement Paragraph:

N/A

Finding on 1st Enhancement Paragraph:

N/A

2nd Enhancement Paragraph:

N/A

Finding on 2nd Enhancement Paragraph:

N/A

Punishment Assessed by:

Jury

Date Sentence Commences: (Date does not apply to confinement served as a condition of community supervision.)

5/22/2024

Punishment and Place of Confinement:

10 YEARS ID-TDCJ: Confinement

THIS SENTENCE SHALL RUN: Concurrent

☐ SENTENCE OF CONFINEMENT SUSPENDED; DEFENDANT PLACED ON COMMUNITY SUPERVISION FOR N/A

(The document setting forth the conditions of community supervision is incorporated herein by this reference.)

Was the victim impact statement returned to the attorney representing the State? N/A

(FOR STATE JAIL FELONY OFFENSES ONLY) Is Defendant presumptively entitled to diligent participation credit in accordance with Article 42A.559, Tex. Code Crim. Proc.? **N/A**

APPLICATION FOR JUVENILE COURT PUBLIC APPOINTMENT LIST 323RD FAMILY DISTRICT COURT OF TARRANT COUNTY

It is required that you read the Tarrant County Juvenile Court Public Appointment List Guidelines before submitting this application.

Last Name: _____ First Name: _____ DOB: [REDACTED]

State Bar Number: _____ Date Licensed to Practice Law: _____

Principal Business Address: _____

Mailing Address: _____

Email Address: _____

Phones: Office: _____ Mobile: [REDACTED]

Fax: _____

Legal Experience: Attach a copy of your resume. You may be required to provide documentation of level requirements.

I have read the requirements for Juvenile Public Appointments and certify that I have met the qualifications as required for the following cases. Check all levels for which you are qualified and seek appointments:

- ☐ **Level One:** Conduct Indicating a Need for Supervision (CINS) and delinquent conduct, where commitment to the Texas Juvenile Justice Department is not an authorized disposition
- ☐ **Level Two:** Delinquent conduct and commitment to the Texas Juvenile Justice Department without a determinate sentence is an authorized disposition
- ☐ **Level Three:** Determinate Sentence and Certification Proceedings
- ☐ **Level Four:** Appeals. (Please attach or include in your resume any appellate experience)

General Qualifications: (check all that apply)

- ☐ I have read and certify that I meet all general qualification requirements including a functioning fax machine **and** an E-mail address, both available 24 hours a day.
- ☐ I have not actively received appointments in the Juvenile Court in excess of five years and need to attend the **orientation class** given by the Judge.
- ☐ I have not been licensed to practice law for a minimum of six months and would like to participate in the **mentoring program**.

Are you a member in good standing of the State Bar of Texas? Yes ☐ No ☐
 Are you a board certified juvenile or criminal law specialist? Yes ☐ No ☐
 Are you able to communicate with the deaf? Yes ☐ No ☐
 Are you able to speak Spanish fluently? Yes ☐ No ☐
 List any other second language(s) that you speak fluently.

If the answers to any of the following six questions are yes, attach a copy of any orders, opinions, sanctions, etc., that were issued in connection with the matter. You may attach a brief explanation if desired.

1. Have you ever been sanctioned by the State Bar Grievance Committee? Yes ☐ No ☐
2. Do you have an appeal pending of any State Bar sanction? Yes ☐ No ☐
3. Have you ever been sanctioned for failure to appear before a court? Yes ☐ No ☐
4. Have you ever been convicted of an offense other than a class C offense? Yes ☐ No ☐
5. Are you currently under indictment or charged with an offense other than a Class C Misdemeanor? Yes ☐ No ☐
6. Has a Court ever found that you provided ineffective assistance of counsel? Yes ☐ No ☐

Required Attachments: Most recent Continuing Legal Education (CLE) reporting form (or if you have not practiced for sufficient time to have a CLE form, a list of CLE you have attended) which demonstrates the completion of six hours of juvenile law CLE within the past year.

I, _____, the undersigned attorney, hereby state under oath that all of the above information is correct, that I have read and understand the qualifications set out in the Tarrant County Juvenile Public Appointment List Guidelines and that I meet those qualifications. *I understand that I have a duty to promptly notify the Juvenile Court of any matter that may make me ineligible to receive appointments under the terms of the Tarrant County Juvenile Court Public Appointment List, and to notify the Juvenile Court of any changes to the information contained in this application. I understand that I may be removed from the appointment list for failure to meet any qualification stated in the Tarrant County Juvenile Court Public Appointment List.*

 Attorney

On this date personally appeared before me _____ who, after being properly identified and placed under oath, swore before me that all of the information stated in the foregoing Application for Juvenile Public Appointment List is the truth.

Sworn and subscribed before me on this the _____ day of _____, 20____.

Name: _____
 Office of person taking oath: _____

 Tarrant County, Texas.

The oath may be administered by a county or district criminal court judge, 323rd District Court Judge or associate judge of the 323rd District Court, county clerk or notary public.

Notary Seal and date commission expires if applicable:

FOR OFFICE USE ONLY:

On the _____ day of _____, 20____, the Juvenile Board of Tarrant County,
Texas considered the foregoing application of _____and it is hereby:

☐ Approved

☐ Denied

Comments:

Judge Judge

MCLE TRANSCRIPT



STATE BAR OF TEXAS Minimum Continuing Legal Education MCLE Transcript



Patrick Zeus Smith

1244 Harwood Rd

Bedford, 76021-4244 USA

Report Date: 01/09/2026

Barcard: 24106451

Birth Month: ██████

MCLE TRANSCRIPT

Compliance ↑	Date Taken ↑	Reporting Date	Course Number (Course #)	Course Title (Course #)	Credit Hours	Ethics Hours	Self Study Hours	Se St Et Hc
2025	10/9/2025	10/21/2025	174291436	A visit from retired District and Court of Crim Appeal Judge	1.00	0.00	0.00	0.0
2025	7/14/2025	7/14/2025	174263811	Ethics & Professional Responsibility: Raising the Bar	3.00	3.00	0.00	0.0
2025	4/10/2025	4/16/2025	174273965	Traffic Stops from the view of a former Law Enforcement	1.00	0.00	0.00	0.0

Compliance ↑	Date Taken ↑	Reporting Date	Course Number (Course #)	Course Title (Course #)	Credit Hours	Ethics Hours	Self Study Hours	Se Sti Etl Hc
2025	4/29/2024	4/29/2024	174211919	Basic & Advanced Trial Skills in CPS Litigation: Persuade	3.00	0.25	0.00	0.0
2024	4/26/2024	4/26/2024	174219170	Legal Professional Trauma Training	15.00	4.75	0.00	0.0
2021	9/19/2023	9/25/2023	174207815	Advanced Criminal Law 2023 (Full Course)	32.00	4.50	0.00	0.0
2020	6/20/2019	6/29/2019	174033487	Introduction to Boolean	1.00	0.00	0.00	0.0
2020	6/3/2019	6/3/2019	174026076	Justice James A. Baker Guide to Ethics and Professionalism	4.00	4.00	0.00	0.0
2020	2/5/2018	5/25/2018	174004254	2018 Land Title School of Texas	18.00	1.00	0.00	0.0